

TELECONFERENCED MEETING

CITY COUNCIL REGULAR MEETING – 6:00 PM

OCTOBER 6, 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, October 6, 2020

STEP 3

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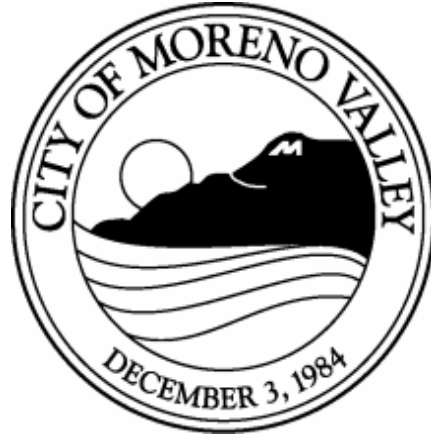
STEP 3

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ALTERNATIVE

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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

October 6, 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
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
OCTOBER 6, 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 - STUDY SESSION - SEP 8, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 15, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.4. MAYORAL APPOINTMENTS TO THE TRAFFIC SAFETY COMMISSION AND THE PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE (Report of: City Clerk)

Recommendation:

- 1. Receive and confirm the following Mayoral appointments:

TRAFFIC SAFETY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Ernesto Guzman	Member	Ending 06/30/23

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Yahir Oseguera	Teen Member	Ending 6/30/22

- A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH AUGUST 30, 2020 (Report of: City Clerk)

Recommendation:

- 1. Receive and file the Fiscal Year 2020/2021 Council Discretionary Expenditure Report for July 1, 2019 through August 30, 2020.

- A.6. PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NO. 46 (RESO. NO. 2020-__) (Report of: Financial & Management Services)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-___, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 46).

- A.7. APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR MORENO MASTER DRAINAGE PLAN LINE K-1, PROJECT NO. 801 0021 (Report of: Public Works)

Recommendations:

1. Approve the First Amendment to the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (District), in substantially the form attached hereto, for the Moreno Master Drainage Plan (MDP) Line K-1 project and authorize the City Manager to execute the amendment, subject to the approval by the City Attorney;
2. Authorize the Public Works Director/City Engineer to approve any minor changes and amendments to the Cooperative Agreement with the District that may be requested by the District and/or the City subject to the approval of the City Attorney; and
3. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report, identifying reimbursement funds to be received from the District.

- A.8. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES WITH HR GREEN PACIFIC INC. (AGMT. NO. 2020-129) (Report of: Public Works)

Recommendations:

1. Approve the First Amendment to the Agreement for On-Site And/Or Professional Services with HR Green Pacific Inc;
2. Authorize the City Manager to execute the First Amendment with HR Green Pacific Inc., which includes executing subsequent Amendments or Extensions to the Agreement, and the authority to authorize

associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney; and

3. Authorize an increase to Purchase Order 2020-1044 with HR Green Pacific Inc. from a not-to-exceed amount of \$50,000 to a not-to-exceed amount of \$200,000 using existing funds already approved in the Public Works Operating Budget.

A.9. ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE 60 FREEWAY MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2020 – XX Authorizing Execution of the State Route 60 Freeway Maintenance Agreement Between the City of Moreno Valley and the State of California Department of Transportation (Caltrans);
2. Approve the State Route 60 Freeway Maintenance Agreement, in substantially the form attached hereto, between the City and Caltrans and authorize the Mayor to execute said Agreement; and
3. Authorize the Public Works Director/City Engineer to approve any future amendments and revisions that may be requested by Caltrans or the City, subject to the approval of the City Attorney.

A.10. APPROVE A COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE MORENO MASTER DRAINAGE PLAN STORM DRAIN LINES F-18 AND F-19, PROJECT 804 0017 (Report of: Public Works)

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (“District”), in substantially the form attached hereto, for the Moreno Master Drainage Plan (MDP) Lines F-18 and F-19 project and authorize the City Manager to execute the agreement, subject to the approval by the City Attorney;
2. Authorize the Public Works Director/City Engineer to approve any minor changes and amendments to the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District that may be requested by either party subject to the approval of the City Attorney; and
3. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report, identifying reimbursement funds to be received from the District.

A.11. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO INTERNATIONAL PAVING SERVICES, INC. FOR PARKING LOT REPAIR SERVICES AND ADA IMPROVEMENTS AT THE MORENO VALLEY MAIN LIBRARY- PROJECT NO 803 0039-2512-99 (Report of: Public Works)

Recommendations:

1. Award a construction contract to International Paving Services, Inc., 1199 Opal Ave, Mentone, CA 92359, for Moreno Valley Main Library Parking Lot Repair Services and ADA Improvements and authorize the City Manager to execute said contract in substantial conformance with the attached in the amount of \$81,866.00;
2. Authorize the issuance of a Purchase Order to International Paving Services, Inc. in the amount of \$94,145.90, which includes a 15% contingency; using Community Development Block Grant (CDBG) funding.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, but not exceeding, the total contingency of \$12,279.90, subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

B.2. MINUTES - CITY COUNCIL - STUDY SESSION - SEP 8, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 15, 2020 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. PURSUANT TO LANDOWNER PETITIONS, ANNEX SEVEN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2020-52 (RESO. NO. CSD 2020-__), ANNEXATION NO. 2020-55 (RESO. NO. CSD 2020-__), AND ANNEXATION NO. 2020-56 (RESO. NO. CSD 2020-__) (Report of: Financial & Management Services)

Recommendations:

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, California, ordering the annexation of territory for Annexation No. 2020-52 to its Community Facilities District No. 1 and approving the amended map for said District.
2. 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, California, ordering the annexation of territory for Annexation No. 2020-55 to its Community Facilities District No. 1 and approving the amended map for said District.
3. 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, California, ordering the annexation of territory for Annexation No. 2020-56 to its Community Facilities District No. 1 and approving the amended map for said District.

- B.5. APPROVAL OF TEEN SPOT (SUPPORT, PROGRAMS, OPPORTUNITIES & TECHNOLOGY) AT THE CONFERENCE AND RECREATION CENTER (Report of: Parks & Community Services)

Recommendations:

1. Approve the Teen SPOT (Support, Programs, Opportunities & Technology) project at the Moreno Valley Conference and Recreation Center; and
2. Approve the amended budget and funding plan to convert the Moreno Valley Conference and Recreation Center Garden Room into the Teen SPOT.

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 - STUDY SESSION - SEP 8, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING SEP 15, 2020 6:00 PM (See A.3)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - STUDY SESSION - SEP 8, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 15, 2020 6:00 PM (See A.3)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CITY COUNCIL - STUDY SESSION - SEP 8, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 15, 2020 6:00 PM
(See A.3)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

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

Those wishing to speak should follow the teleconference procedures.

F.1. PUBLIC HEARING 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.

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

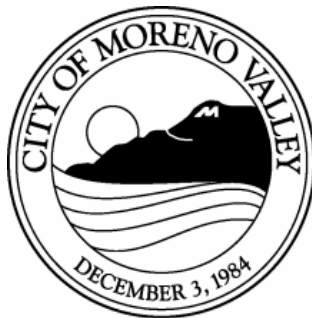
Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: October 1, 2020

**MINUTES
CITY COUNCIL STUDY SESSION OF THE CITY OF MORENO VALLEY
September 8, 2020**

TELECONFERENCED MEETING



**TELECONFERENCED MEETING
CITY COUNCIL REGULAR MEETING - 6:00 PM
SEPTEMBER 8, 2020
[Pursuant to Governor Executive Order N-29-20]**

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

STUDY SESSION – 6:00 PM

September 8, 2020

CALL TO ORDER

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:01 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

ROLL CALL

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

Absent:	David Marquez	Council Member
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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, Public Works Director/City Engineer
	Henry Ngo	Capital Projects Division Manager
	Steve Quintanilla	Interim City Attorney

Minutes Acceptance: Minutes of Sep 8, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting. There being no members of the public to come forward to speak, he closed the public comments.

A. BUSINESS

A.1. DISCUSSION ON LIVING WAGES (Report of: City Manager)

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

Mayor Gutierrez asked for clarification on the negative impacts mentioned in the report and for more information regarding the inclusion of the Grow with Google program.

Assistant City Manager/Chief Financial Officer Eyerman explained that increases in the minimum wage could push industries out of the City or force them to reduce their workforce. He remarked that Google is developing a platform for educational attainment through online resources.

Council Member Cabrera noted that although there are negative effects, studies are limited on the novel topic and because Cities are all different, the outcomes may be dissimilar. He questioned whether the City would have to follow the State's minimum wage increase model should it decide to adopt its own increases.

Assistant City Manager/Chief Financial Officer Eyerman stated that if the City develops its own model with no established reasoning or quantifiable measure, then it would be exposing itself to legal challenges. Additionally, he mentioned that the City would also be required to monitor and police the newly imposed law.

Council Member Thornton queried what the enforcement cost would be to the City if it was determined that a wage increase is necessary.

Assistant City Manager/Chief Financial Officer Eyerman explained the difficulties in estimating the initial costs.

Mayor Pro Tem Baca stated that in light of the pandemic, now is not the time to implement a wage ordinance.

Interim City Attorney Quintanilla commented that the City does have the option to deviate from the State's minimum wage laws.

Council Member Cabrera asked if stagnant wages could be attributed to the wide availability of temporary workers.

Assistant City Manager/Chief Financial Officer Eyerman explained that the influx of warehouses provides a competitive environment.

Council Member Cabrera praised the City for the increase in the availability of jobs and expressed hope that the trend continues. He questioned whether currently, businesses are required to give employees advance notice when they are being terminated.

Assistant City Manager/Chief Financial Officer Eyerman remarked that most individuals are at-will employees.

Interim City Manager Quintanilla echoed Assistant City Manager/Chief Financial Officer Eyerman's comment.

Mayor Gutierrez queried whether it was legal for Cities to require employers to provide advanced notice of termination and to limit the time an individual can work as a temporary worker.

Interim City Attorney Quintanilla responded that Cities couldn't regulate the private sector.

Assistant City Manager/Chief Financial Officer Eyerman stated that the State is modifying their rules to address businesses that refuse to permanently employ long standing temporary workers.

Council Member Cabrera expressed his appreciation to Mayor Gutierrez for scheduling the item and for Assistant City Manager/Chief Financial Officer Eyerman for his report. He indicated his desire to maintain partnerships with the colleges and school districts. He suggested the implementation of apprenticeship programs.

Council Member Thornton refuted the notion that logistics employment garners low wages and suggested the adoption of marketing strategies that highlight the higher wage positions. She encouraged her colleagues to consider the idea that lowering the cost of living may be the solution to improving standard of living.

Mayor Gutierrez suggested that opportunities for improving job skills and training should be expanded.

Mayor Pro Tem Baca noted that prior to the pandemic jobs were readily available and expects that to resume once the pandemic subsides. She remarked on the myriad of opportunities available for residents to advance their education and the changing job market.

A.2. CITY COUNCIL REQUESTS AND COMMUNICATIONS - NONE

(ITEMS MAY BE DEFERRED BY COUNCIL IF TIME DOES NOT PERMIT FULL REVIEW.)

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in memory of Jeffrey Barnes at 7:05 p.m.

Submitted by:

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

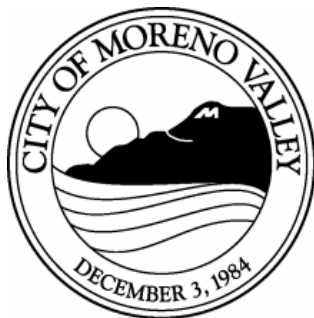
Approved by:

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

Minutes Acceptance: Minutes of Sep 8, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

**MINUTES
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**REGULAR MEETING – 6:00 PM
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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
	Steven Quintanilla	Interim City Attorney
	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
	John Salisbury	Chief of Police

Minutes Acceptance: Minutes of Sep 15, 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

Brandon Carn

- 1. Encouraged the City Council to distance itself from Highland Fairview as individuals with ties to the company have been indicted in a lawsuit occurring in Tulare County.

Benjamin Shuler

- 1. Notified residents that his organization, the Hole in the Wall, is still working to assist the homeless population in the City.

Bob Palomarez

- 1. Praised the Public Works department, the Police and the Fire departments.
- 2. Disputed claims made by Council Member Marquez.

Tom Jerele

- 1. Thanked First Responders for their work.
- 2. Commended the Public Works department for cleaning up Indian Street.
- 3. Praised the residents of Moreno Valley for being upstanding citizens.

Louise Palomarez

- 1. Critical of Council Member Marquez.
- 2. Expressed doubt that the case in Tulare County has any bearing on the City Council.
- 3. Commended the City Council and staff for their work.

JOINT CONSENT CALENDARS (SECTIONS A-E)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: D. 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 - Sep 1, 2020 6:00 PM

Recommendation: Approve as submitted.

Minutes Acceptance: Minutes of Sep 15, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- A.3. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.4. PAYMENT REGISTER - JULY 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.5. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING AND REMOVAL SERVICES (CITY COUNCIL AND CSD BOARD), WHICH ARE FUNDED BY PARCEL CHARGES, MEASURE A, AND THE FACILITIES MAINTENANCE FUND. (AGMT. NO. 2020-218) (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.6. APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES AND COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR SUNNYMEAD MDP LINE B-16A, STAGE 2, PROJECT NO. 804 0015 (AGMT. NOS. 2020-219 and 220) (Report of: Public Works)

Recommendations:

1. Approve a Professional Consultant Services Agreement with Albert A. Webb Associates, 3788 McCray Street Riverside, CA 92506 for preliminary engineering, design, and construction support for Sunnymead Master Drainage Plan (MDP) Line b-16A, Stage 2 project

and authorize the City Manager to execute an agreement, subject to the approval by the City Attorney;

2. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (District), in substantially the form attached hereto, for the Sunnymead Master Drainage Plan (MDP) Line b-16A, Stage 2 project and authorize the City Manager to execute the agreement, subject to the approval by the City Attorney;
 3. Authorize the issuance of a Purchase Order to Albert A. Webb Associates, in the amount of \$159,916.00 when the agreement has been signed by all parties, funded by Riverside County Flood Control & Water Conservation District (RCFC&WCD);
 4. Authorize the Public Works Director to execute any subsequent related Amendments to the Agreement for Professional Consultant Services with Albert A. Webb Associates, not to exceed the Purchase Order amount, subject to the approval by the City Attorney;
 5. Authorize the Public Works Director/City Engineer to approve any minor changes and amendments to the Cooperative Agreement with the District that may be requested by the District and/or the City subject to the approval of the City Attorney;
 6. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.
- A.7. APPROVAL OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND ENCO UTILITY SERVICES MORENO VALLEY, LLC (AGMT. NO. 2019-182-02) (Report of: Public Works)

Recommendations:

1. Approve the Second Amendment to the Professional Services Agreement between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC; and
2. Authorize the City Manager to execute the Second Amendment on behalf of the City.

- A.8. PEN18-0254 HIGHLAND FAIRVIEW CORPORATE PARK, PHASE II - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF EUCALYPTUS AVENUE FROM ALDI PLACE TO REDLANDS BOULEVARD FROM OCTOBER 7, 2020 TO JANUARY 29, 2021. DEVELOPER: HIGHLAND FAIRVIEW (AGMT. NO. 2020-221) (Report of: Public Works)

Recommendations:

1. Approve a temporary full road closure of Eucalyptus Avenue from Aldi Place to Redlands Boulevard and Eucalyptus Avenue from approximately 2,700 feet to 3,900 feet west of World Logistics Center Parkway for the reconstruction of Redlands Boulevard and Eucalyptus Avenue, from October 7, 2020 to January 29, 2021.
2. Authorize the Public Works Director/City Engineer to execute the Road Closure Agreement, consistent with the road closure limits.
3. Authorize the Public Works Director/City Engineer to approve a road closure extension of 30 calendar days, if the required public improvements are not complete within said timeframe.
4. Authorize the Public Works Director/City Engineer to execute any future amendments to the Road Closure Agreement for time extensions, subject to City Attorney approval, if the required public improvements are not complete within said timeframe.

- A.9. ACCEPTANCE OF THE FISCAL YEAR 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD (AGMT. NO. 2020-222) (Report of: Community Development)

Recommendations:

1. Accept the Fiscal Year 2020 Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program award of \$47,052 through the City of Riverside Police Department;
2. Authorize the City Manager, or his designee, to execute for and on behalf of the City of Moreno Valley, agreements and other related documents required by the Bureau of Justice Assistance for participation in the Edward Byrne Memorial Justice Assistance Grant Program, subject to the approval of the City Attorney; and
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in the Fiscal Impact section of this report.

- A.10. SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE NO. 970 AUTHORIZING A CHANGE OF ZONE (PEN19-0152) FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF IRONWOOD AVENUE AND DAY STREET (ORD. NO. 970) (Report of: Community Development)

Recommendation: That the City Council:

1. Conduct the second reading by title only and adopt Ordinance No. 970.

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 - SEP 1, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 1, 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 - SEP 1, 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 - SEP 1, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - NONE

G. GENERAL BUSINESS - NONE

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - None

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA) - None

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

Mayor Pro Tem Baca reported the following:

Item covered at the WRCOG Executive Committee meeting on September 15, 2020 is as follows:

WRCOG's staff discussed efforts to explore the formation of a Western Riverside County Economic Development Corporation, a non-profit organization to help establish sustained and complimentary services in economic development within the region.

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

Council Member Marquez reported the following:

Items covered at the RCA Board of Directors meeting on September 14, 2020 include:

Moreno Valley's MSHCP fee collection totaled \$149,385 (54 residential permits and seven acres of Commercial/Industrial uses) for the months of May, June, and July 2020.

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 City's mask program which has provided close to 175,000 masks to residents. He remarked that masks remain available and directed residents to the Employment Resource Center to pick them up.

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 – None

Council Member Marquez

1. Praised Interim Assistant City Manager Wolfe and his staff for disposing of the large items illegally dumped on the side of the road.
2. Reminded residents that Waste Management provides large item pick-ups.
3. Informed residents that a ribbon cutting at Tractor Supply occurred on September 12, 2020.

Council Member Cabrera

1. Discussed the Police shooting that occurred in Compton.
2. Praised Firefighters for working to put out the fires plaguing California.
3. Reminded residents to complete the Census.
4. Toured the Amphitheatre.
5. Encouraged residents to visit the City's newest Library on Perris Boulevard.

6. Thanked Mayor Gutierrez for scheduling Minimum Wages/Living Wages at the last Study Session and City staff and the City Council for participating.
7. Asked everyone to continue to follow the Covid-19 mitigation measures.

Mayor Pro Tem Baca

1. Reminded everyone to stay safe and healthy, especially in light of the poor air quality.
2. Commended the Police and Fire departments for the services they provide the residents of Moreno Valley.
3. Attended the ribbon cutting at Tractor Supply Company.
4. Encouraged residents to pick up masks at the Employment Resource Center.
5. Explained the different voting options available during this election.

Mayor Gutierrez

1. Urged residents to vote early, as ballots may be submitted up to 30 days before Election Day.
2. Commended residents for their perseverance during the pandemic.
3. Expressed his pride for the City's pandemic response.
4. Thanked the Police and Fire departments for risking their lives every day.
5. Announced that he signed the Community Workforce agreement.
6. Remarked on upcoming City projects.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:35 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: October 6, 2020

TITLE: MAYORAL APPOINTMENTS TO THE TRAFFIC SAFETY COMMISSION AND THE PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

RECOMMENDED ACTION

Recommendation:

1. Receive and confirm the following Mayoral appointments:

TRAFFIC SAFETY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Ernesto Guzman	Member	Ending 06/30/23

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Yahir Oseguera	Teen Member	Ending 6/30/22

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. Ernesto Guzman_Redacted
- 2. Yahir Oseguera_Redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/30/20 1:25 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/30/20 1:26 PM



City of Moreno Valley Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED

20 AUG 20 PM 12:19

For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: Ernesto Guzman

Home Address: [REDACTED]
Moreno Valley, CA 92557

How long have you resided in Moreno Valley? 32 years.

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]

Work Phone No.: [REDACTED] Email Address: [REDACTED]

Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: Moss Bros Auto Group Position: Service Director.
Address: 27750 Eucalyptus Ave.

Board or Commission applying for*: 1st Choice TRAFFIC.
2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

*If applying for the MV Citizens Public Safety Committee, please indicate which position you are applying for:
 Non-Profit Business Public Member

Why do you wish to serve on this Board and/or Commission?
traffic

Already a commissioner on the traffic committee.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
High School.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
help out the public, find solutions for the public & community.

What do you hope to accomplish by your participation?
to still be on the traffic committee and serve our community.

Attachment: Ernesto Guzman_Redacted (4158 : MAYORAL APPOINTMENTS TO THE TRAFFIC SAFETY COMMISSION AND THE PARKS,

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

Help out with local schools, help kids get community service hours.

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

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

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

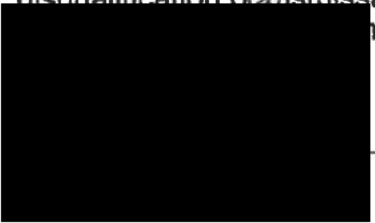
Date(s) of the meeting(s) attended: All meeting before covid

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the information.



8-8-20
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Attachment: Ernesto Guzman_Redacted (4158 : MAYORAL APPOINTMENTS TO THE TRAFFIC SAFETY COMMISSION AND THE PARKS,

CITY CLERK
MORENO VALLEY
RECEIVED

20 AUG 31 PM 2:56



City of Moreno Valley

COMMISSIONS

Teen Membership Application Form

Per City Clerk's Logo
Stamp Date and Time Received

Name: Yahir Oseguera

Home Address: [REDACTED] Moreno Valley, CA 92553

How long have you resided in Moreno Valley? 17 years

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED]

Driver's License No.: [REDACTED]

Work Phone No.: [REDACTED]

E-mail Address: [REDACTED]

Cell Phone No.: [REDACTED]

Date of Birth: [REDACTED]

Name of High School/Middle School: Moreno Valley High School

Address: 23300 Cottonwood Ave. Moreno Valley, CA 92553

Commission: 1st choice Parks, Community service, and Trails Committee
2nd choice _____

Why do you wish to serve on this Commission?
I want to serve on this commission because I want to be able to advocate for the students and my fellow peers on topics that are important to me. I wish to be able to be a fountain of information and a person people can ask about pressing city events.

List any education, training, or special skills, you have which may be relevant or of particular use to this Commission:
I was the vice chairperson of the committee already and have served on it for almost 2 years. I was also a part of the parks and recreation committee for a year. I am currently at the top of my class and have attended many leadership conferences to help me.

Explain briefly your understanding of what this Commission does, including its powers and limitations.
This commission sits every month and focus on the topics of parks, trails and more. They sit and approve upon things like a new skate park and upcoming projects. Furthermore they also listen to the concerns of the community and use as way to help them out.

What do you hope to accomplish by your participation?
I hope to gain a better commedia and insight into the inner workings of the city. I also hope to one day be able to use the skills I learned into the real world.

Attachment: Yahir Oseguera_Redacted (4158 : MAYORAL APPOINTMENTS TO THE TRAFFIC SAFETY COMMISSION AND THE PARKS,

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency(ies) and dates served:

I am a part of the Ho Intraect Rotary club that focus on serving the community. I have served as a vice president and have organized the groups of over 40 students. I am also a part of the National Honor Society which is another community service club.

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

I am interested in the financial and economic sector. I want to also learn about our PA and the Mayoral responsibilities.

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

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

Date(s) of the meeting(s) attended: 8/11/19, 10/17/19, 12/15/19, 2/16/19

Pursuant to Resolution 2016-42 all board or commission members must be registered voters of the City of Moreno Valley, provided they are at least 18 years old.

I hereby authorize the City of Moreno Valley to review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (Not applicable to minors)

I hereby agree to attend all Commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or the appointing authority from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.



8/28/20
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Attachment: Yahir Oseguera_Redacted (4158 : MAYORAL APPOINTMENTS TO THE TRAFFIC SAFETY COMMISSION AND THE PARKS,



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: October 6, 2020

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS
FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020
THROUGH AUGUST 30, 2020

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2020/2021 Council Discretionary Expenditure Report for July 1, 2019 through August 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 2020/2021, for July 1, 2020 through August 30, 2020. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

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. JUL - AUG

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/30/20 1:25 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/30/20 1:26 PM



MAYOR DR. YXSTIAN A. GUTIERREZ

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary
 1010-10-01-10015-620131 Mayor Discretionary - Carryover
 July 1, 2020 - August 30, 2020

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
	\$ -	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 6,000.00	FY 20/21 Adopted Budget Amount
		Carryover Budget Amount FY 19/20
	<u>\$ 6,000.00</u>	FY 20/21 Amended Budget Amount
	\$ 6,000.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 09/16/2020



COUNCIL DISTRICT 1 VICTORIA BACA

Fiscal Year 2020/2021 Council Discretionary Expenditures
Accounts: 1010-10-01-10011-620111 District 1 Discretionary
1010-10-01-10011-620116 District 1 Discretionary - Carryover
July 1, 2020 - August 30, 2020

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
	\$ -	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
		Carryover Budget Amount FY 19/20
	\$ 3,000.00	FY 20/21 Amended Budget Amount
	\$ 3,000.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 09/16/2020

Attachment: JUL - AUG (4166 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021)



COUNCIL DISTRICT 2 DR. CARLA J. THORNTON

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10012-620112 District 2 Discretionary
 1010-10-01-10012-620117 District 2 Discretionary - Carryover
 July 1, 2020 - August 30, 2020

Date	Amount	Description
No expenditures to report for July 2020		
8/26/2020	\$ 994.36	Point Emblem - Custom Challenge Coins
	<u>\$ 994.36</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
		Carryover Budget Amount FY 19/20
	<u>\$ 3,000.00</u>	FY 20/21 Amended Budget Amount
	\$ 2,005.64	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 09/16/2020



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10013-620113 District 3 Discretionary
 1010-10-01-10013-620118 District 3 Discretionary - Carryover
 July 1, 2020 - August 30, 2020

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
	<u>\$ -</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
		Carryover Budget Amount FY 19/20
	<u>\$ 3,000.00</u>	FY 20/21 Amended Budget Amount
	\$ 3,000.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 09/16/2020

Attachment: JUL - AUG (4166 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021)



COUNCIL DISTRICT 4 ULISES CABRERA

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10014-620114 District 4 Discretionary
 1010-10-01-10014-620119 District 4 Discretionary - Carryover
 July 1, 2020 - August 30, 2020

Date	Amount	Description
7/31/2020	\$ 10.00	Wake Up MoVal July 22 Meeting
8/24/2020	\$ 357.66	Sponsorship Be Kind to Your Mind Virtual Wellness Event
<hr/>		
	\$ 367.66	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
		Carryover Budget Amount FY 19/20
	<u>\$ 3,000.00</u>	<u>FY 20/21 Amended Budget Amount</u>
	\$ 2,632.34	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 09/16/2020

Attachment: JUL - AUG (4166 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: October 6, 2020

TITLE: PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NO. 46 (RESO. NO. 2020-__)

RECOMMENDED ACTION

Recommendation:

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. 46).

SUMMARY

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

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

As a condition of approval for development of its project, Century Communities of California, LLC (the "Property Owner") is required to provide a funding source for the

operation and maintenance of certain public improvements (i.e., street lighting and landscape maintenance services) and has elected to annex the parcels of its project into the District to satisfy the condition. The Property Owner has submitted a Landowner Petition approving the annexation and the City Clerk has confirmed the petition is valid.

DISCUSSION

The District was formed by adoption of Resolution No. 2014-25 to provide an alternative funding tool for the development community. It provides a mechanism to fund the operation and maintenance of street lighting services and 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 areas were created to accommodate a variety of scenarios to ensure costs are fairly shared between property owners. For example, there is a tax rate area 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 areas are needed for street lighting because the spacing and size/type of lights differ based on the type of development. Likewise, there are several tax rate areas for maintenance of public landscaping. A property owner’s proportionate share of landscape maintenance costs will vary depending upon the total square footage of landscaping to be maintained and the number of properties sharing in the cost for that development.

Annexation to the District

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

As a condition of approval for the project identified below, the Property Owner is required to provide an ongoing funding source for the operation and maintenance services of street lighting and public landscaping, which are required to be installed on public streets as part of its development project. The table below provides information for the property under development.

Property Owner/Project	Assessor’s Parcel Number(s)	Location	Amendment No.
Century Communities of California, LLC 121 single-family residential development PEN18-0033/SCP20-0002	482-582-038, 482-582-039, 482-582-040 and 482-230-024	West side of Perris Blvd., between Cactus Ave. and Delphinium Ave.	46

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 Owner elected to annex its property into CFD No. 2014-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the property, allowing a special election of the landowner. Adoption of the attached resolution (Attachment 1) adds the property to the tax rate areas identified in the Fiscal Impact section of this report and directs the recordation of the boundary map (Attachment 2) and amended notice of special tax lien for Amendment No. 46. The City Clerk received and reviewed the Landowner Petition and confirmed the Property Owner unanimously approved the annexation of its property into the District (Attachment 3).

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

ALTERNATIVES

1. Adopt the proposed resolution. *Staff recommends this alternative as it will annex the property into CFD No. 2014-01 at the request of the Property Owner and satisfy the condition of approval for the proposed development.*
2. Do not adopt the proposed resolution. *Staff does not recommend this alternative as it is contrary to the request of the Property Owner, will not satisfy the condition of approval, and may delay development of the project.*
3. Do not adopt the proposed resolution but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owner from satisfying the condition of approval and may delay development of the project.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the

services for each tax rate area within the District. If the projected revenue 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 ²	FY 2020/21 Maximum Special Tax Rate	FY 2020/21 Maximum Special Tax ³
Century Communities of California, LLC	Single-Family Residential Street Lighting (SL-01)	121	\$264.49/ parcel	\$32,003.29
	Single Family Residential Landscaping (LM-01)		\$484.96/ parcel	\$58,680.16
<p>¹Eight street lights are planned to be installed along Perris Blvd., Cactus Ave., and Delphinium Ave. Public landscaping will be installed along Perris Blvd., Cactus Ave., and Delphinium Ave.</p> <p>²Estimated based on proposed parcel configuration. The special tax calculation will be based on final development of the project.</p> <p>³The special tax applied to the property tax bill will be based on the needs of the tax rate area within 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 and for LM-01(G) is \$62.66/parcel.</p>				

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 August 18, 2020, the annexation materials were mailed to the Property Owner. A cover letter, Landowner Petition, RMA, and an envelope to return the completed petition were included.

PREPARATION OF STAFF REPORT

Prepared by:
Kimberly Ganimian
Sr. Management Analyst

Department Head Approval:
Marshall Eyeran
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. 46
- 2. Boundary Map - Amendment No. 46
- 3. Certificate of Election Official - Amendment No. 46

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/28/20 10:15 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/28/20 4:38 PM

RESOLUTION NO. 2020-____

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

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

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

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

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

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 46 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: October 6, 2020

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

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

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

2
Resolution No. 2020-____
Date Adopted: October 6, 2020

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

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

APPROVED AND ADOPTED this 6th day of October 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-3
Date Adopted: October 6, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 46 (4147 : 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 6th day of October 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: October 6, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 46 (4147 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

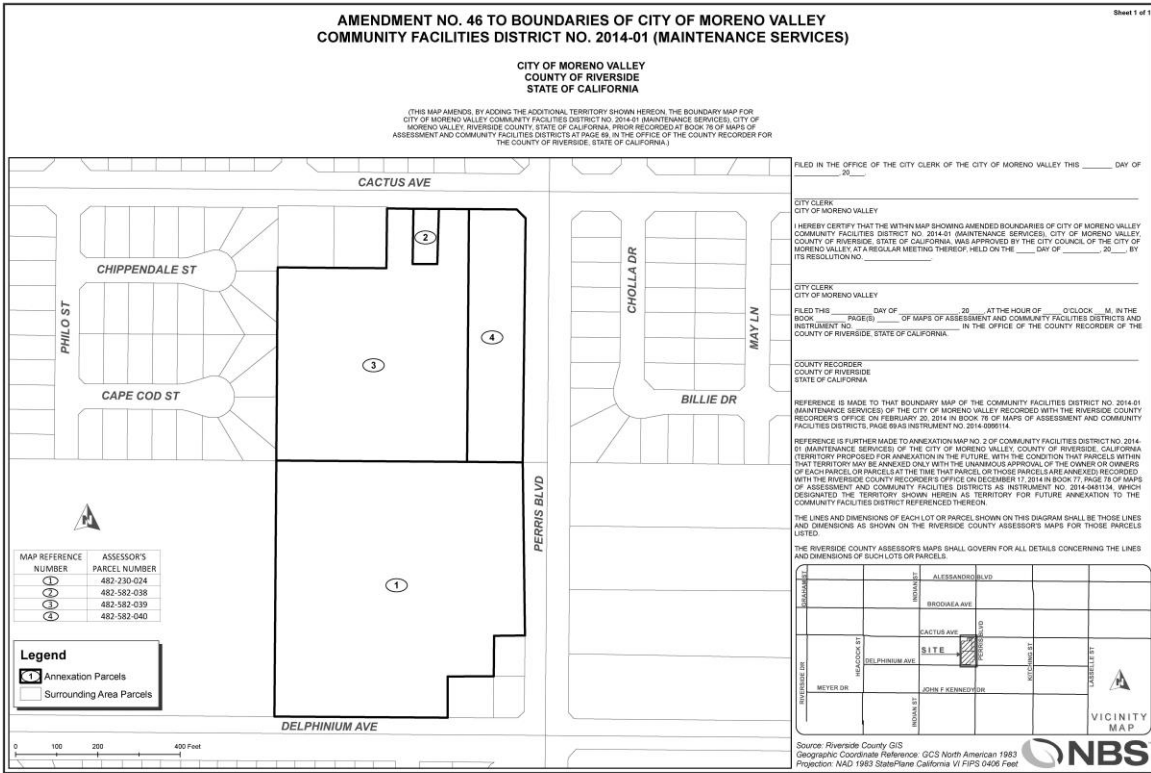
EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 46	482-582-038 482-582-039 482-582-040 482-230-024	Street Lighting	SL-01
		Landscape Maintenance	LM-01(G)
<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. 46 (4147 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

5
Resolution No. 2020-____
Date Adopted: October 6, 2020

EXHIBIT B



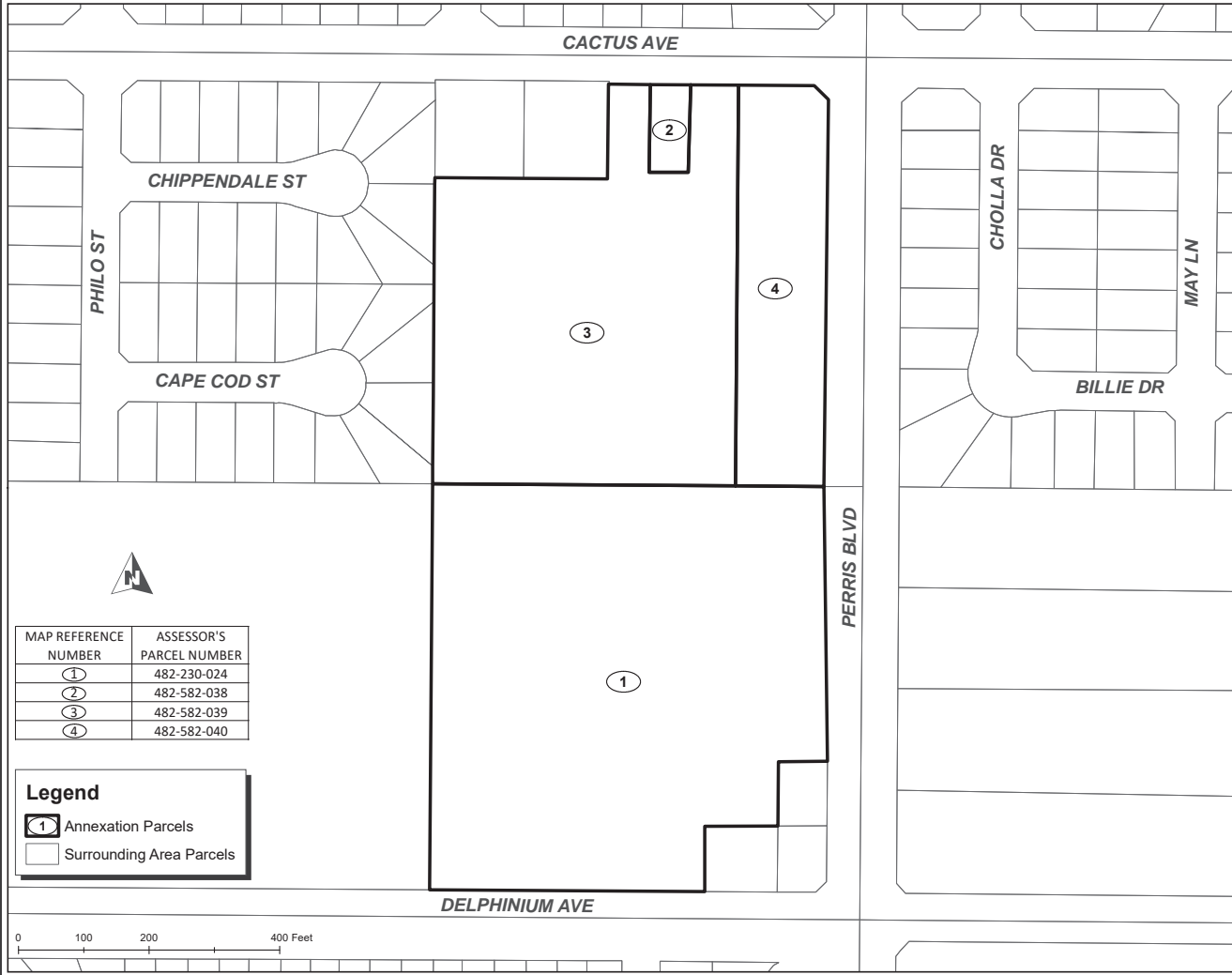
Attachment: Resolution Ordering Annexation - Amendment No. 46 (4147 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

6
Resolution No. 2020-____
Date Adopted: October 6, 2020

**AMENDMENT NO. 46 TO BOUNDARIES OF CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)**

**CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

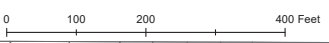
(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES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



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	482-230-024
②	482-582-038
③	482-582-039
④	482-582-040

Legend

- 1 Annexation Parcels
- Surrounding Area Parcels



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ 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, RIVERSIDE COUNTY, 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 _____ OF THE DAY, _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER FOR 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 OF TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) FILED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 17, 2014 IN BOOK 77, PAGE _____ OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2014-0481 DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

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

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



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

Attachment: Boundary Map - Amendment No. 46 (4147 : PURSUANT TO LANDOWNER PETITION, ANNEX

**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 **September 8, 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. 46

WITNESS my hand this **8th** day of **September**, 2020.

for Regina Flores
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 46 (4147 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 6, 2020

TITLE: APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR MORENO MASTER DRAINAGE PLAN LINE K-1, PROJECT NO. 801 0021

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (District), in substantially the form attached hereto, for the Moreno Master Drainage Plan (MDP) Line K-1 project and authorize the City Manager to execute the amendment, subject to the approval by the City Attorney;
2. Authorize the Public Works Director/City Engineer to approve any minor changes and amendments to the Cooperative Agreement with the District that may be requested by the District and/or the City subject to the approval of the City Attorney; and
3. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report, identifying reimbursement funds to be received from the District.

SUMMARY

This report recommends approval of the First Amendment to the Cooperative Agreement with the District for the Moreno MDP Line K-1 Stage 2 project. The First Amendment to the Cooperative Agreement sets forth the City's responsibilities and the District's responsibilities, both in terms of scope and financial responsibility. The District's financial contribution is \$2.5 million toward the project construction.

DISCUSSION

This project is to construct a storm drain system of (1) approximately 1,900 lineal feet of 90-inch underground storm drain to be constructed in Ironwood Avenue from east of Oliver Street to west of Pettit Street, (2) a rip rap outlet structure, and (3) a maintenance access road with turnaround. The proposed system is identified as Line K-1 Stage 2 in the District's Moreno MDP. The proposed system will collect high flows along the north side of Ironwood Avenue from east of Moreno Beach Drive to west of Pettit Street, in order to provide necessary relief of high flows downstream. High flows will be directed to the Nason Basin. Low flows will continue to be conveyed along their current pattern.

The project is related to and aligned with the State Route 60/Moreno Beach Drive Interchange project in that it relieves the culverts under the 60 freeway from high flows. Previously, Caltrans conditioned the construction of the Line K-1 system on the interchange project. The Line K-1 plans have progressed to 100% completion and have been combined with the interchange plans.

In 2016, the City applied for FEMA funding for Line K-1. FEMA is proceeding to complete approval of the application for \$2,500,000 funding. The FEMA timeline is lengthy because of a separate environmental clearance process for the project. Because of the lengthy FEMA funding process and the fact that Line K-1 would ultimately be a District facility which the District should fund, the District and City entered into a Cooperative Agreement to work together to complete the plans, permits, and estimate, to promote project readiness.

The Cooperative Agreement, signed in 2016, sets forth the City's responsibilities and the District's responsibilities. The proposed Amendment to the Cooperative Agreement developed provides for District funding. The District agrees to fully fund the construction phase in the amount of \$2,500,000. The City will be responsible for the management of the bidding and construction phases. Once constructed, the District will maintain the majority of the installed infrastructure except the catch basin inlet. The City may reimburse the District if FEMA funding is awarded to the City and eligible for reimbursement.

The FEMA grant funding for Line K-1 may become available before or during the construction of the storm drain project. As such, and to avoid any delays in the construction, staff recommends authorizing the Public Works Director/City Engineer to execute future amendments to the Cooperative Agreement should modifications need to be made to address funding from FEMA.

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 allow the storm drain project to be fully funded and constructed and not delay the SR60 Moreno Beach Drive Phase 2 interchange project.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of needed storm drain project and the interchange improvements and would not relieve flooding along the freeway or Ironwood Avenue.*

FISCAL IMPACT

Per the First Amendment, the District will fully fund construction in the total amount of \$2,500,000 in FY 2020/21. There is no impact to the General Fund. If FEMA awards funds, the award will be in the amount of \$2,500,000, and the City may reimburse the District, if allowable per the grant.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
CIP	PW General Capital Projects	3002-99-99-93002-500600 801 0021 70 77-3002-98	REV	\$0	\$2,500,000	\$2,500,000
CIP	PW General Capital Projects	3002-70-77-80001-720199 801 0021 70 77-3002-99	EXP	\$0	\$2,500,000	\$2,500,000

PROJECT BUDGET:

Public Works General Capital Projects
 (Account 3002-70-77-80001-720199) (Project No. 801 0021 70 77-3002-99)
 Total \$2,500,000

ESTIMATED CITY PROJECT COSTS:

MSHCP Fee \$60,000
 Construction \$2,310,000
 Construction Materials Testing and Surveying \$40,000
 Mitigation/Monitoring During Construction \$40,000
 Project Administration/Inspection* \$50,000
 Total \$2,500,000

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

ANTICIPATED PROJECT SCHEDULE:

Construction early CY 2021 – Fall 2021

NOTIFICATION

Public notification and community outreach will take place throughout the construction of this project.

PREPARATION OF STAFF REPORT

Prepared By:
Margery Lazarus
Senior Engineer, P.E.

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

Concurred By:
Henry Ngo, P.E.
Capital Projects Division Manager

Concurred By:
Michael Lloyd
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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

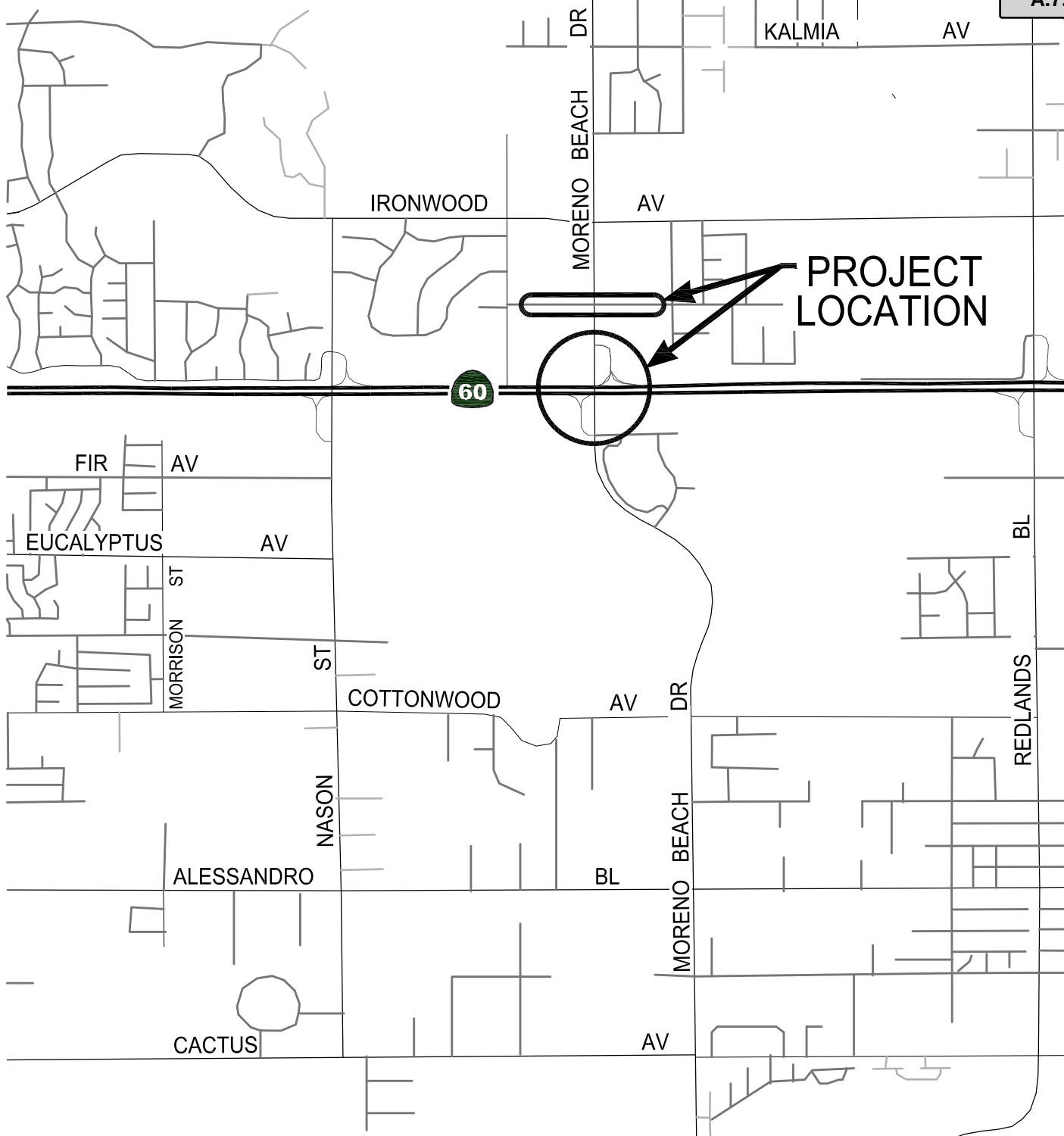
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

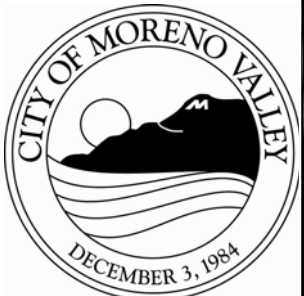
- 1. Location Map
- 2. First Amendment to Cooperative Agreement
- 3. Cooperative Agreement

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	9/29/20 9:23 AM
City Attorney Approval	<u> ✓ Approved </u>	
City Manager Approval	<u> ✓ Approved </u>	9/29/20 9:52 AM



Date: 24 Sep 20 - 10:28 am
 File: \\NIMD\CP_P\Projects\VL-07-41570024_R160_Nason--Moreno Bridge IC\Design Phase\Auto CAD\20200923 Moreno Beach_In\Loc_Map Phs 2.b.dwg
 User: joshf



<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	<h2>SR-60 / MORENO BEACH DRIVE (PHASE 2) AND MORENO MDP LINE K-1 IMPROVEMENTS</h2>
Scale: None	PROJECT No 801 0021
ATTACHMENT "A"	

Attachment: Location Map (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

Moreno Master Drainage Plan Line K-1, Stage 2

Project No. 4-0-00766

Miscellaneous No. 122 (MS 122)

This First Amendment to Cooperative Agreement ("FIRST AMENDMENT"), dated as of _____, 2020, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT") and the City of Moreno Valley, a municipal corporation ("CITY"). DISTRICT and CITY are individually referred to herein as "party" and collectively referred to herein as "parties".

RECITALS

A. On August 23, 2016 [DISTRICT's Board Agenda Item No. 11-8], DISTRICT and CITY entered into a Cooperative Agreement ("ORIGINAL AGREEMENT"), which set forth the terms and conditions under which CITY will design and construct the Moreno Master Drainage Plan Line K-1, Stage 2, hereinafter called "PROJECT"; and

B. Pursuant to ORIGINAL AGREEMENT, CITY has not commenced construction of PROJECT; and

C. Subsequent to the execution of ORIGINAL AGREEMENT, CITY requested for DISTRICT to provide a financial contribution towards PROJECT; and

D. DISTRICT is willing to support CITY's efforts to expedite PROJECT by providing a financial contribution towards PROJECT's construction costs as set forth herein; and

E. DISTRICT has allocated and appropriated funds in its Fiscal Year 20/21 budget to ensure the construction of PROJECT; and

F. CITY is seeking a reimbursement of PROJECT costs through the Federal Emergency Management Agency, hereinafter called "FEMA", and is awaiting the outcome of their request; and

G. In the event FEMA reimbursement funding is realized in the future, CITY is willing to reimburse DISTRICT to use towards future drainage projects in the City of Moreno Valley; and

H. ORIGINAL AGREEMENT together with FIRST AMENDMENT are hereinafter collectively referred to as the "AGREEMENT"; and

I. DISTRICT and CITY desire to amend AGREEMENT to provide for DISTRICT's financial contribution towards the PROJECT; and

J. AGREEMENT specifies that it may be changed or modified subject to the written consent of the parties thereto.

NOW, therefore, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree to amend AGREEMENT as follows, effective upon approval of this FIRST AMENDMENT by DISTRICT's Board of Supervisors:

- 1. The first sentence in RECITALS 'B' of AGREEMENT is hereby deleted and replaced as follows:

"Moreno MDP Line K-1, Stage 2 consists of (i) approximately 1,900 lineal feet of 90-inch underground storm drain to be constructed in Ironwood Avenue from Oliver Street to Pettit Street, and (ii) a certain riprap outlet structure, earthen channel and maintenance access road with turnaround, hereinafter called "DISTRICT DRAINAGE FACILITIES", as shown in concept on Exhibit "A", attached hereto and made a part hereof."

- 2. RECITALS 'G' of AGREEMENT is re-lettered as RECITALS 'I' of AGREEMENT.
- 3. New RECITALS 'G' of AGREEMENT is added to read:

"Subject to the not to exceed amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), DISTRICT's contributions shall be as follows:

- i. One hundred percent (100%) of the lowest responsible bid contract price ("CONSTRUCTION CONTRIBUTION"), plus an additional ten percent (10%) of the lowest responsible bid price to offset CITY's administrative costs associated with construction contract administration and other typical ancillary costs related to the delivery of a flood control facility ("CONTRACT ADMINISTRATION CONTRIBUTION"), plus an additional ten percent (10%) for construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"). Together, CONSTRUCTION CONTRIBUTION, CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "DISTRICT TOTAL CONTRIBUTION"; and DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of Two Million Five Hundred Thousand Dollars (\$2,500,000), as set forth herein; and"

4. RECITALS 'H' of AGREEMENT is re-lettered as RECITALS 'J' of AGREEMENT.

5. New RECITALS 'H' in the AGREEMENT is added to read:

"CITY is willing to reimburse DISTRICT for DISTRICT TOTAL CONTRIBUTION, provided that FEMA funding is made available to the CITY. If CITY receives FEMA funding, the reimbursement amount to

DISTRICT shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), hereinafter called "CITY REIMBURSEMENT"; and"

6. New RECITALS 'J' is amended to read:

"The purpose of this AGREEMENT is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to funding, design, construction, inspection, ownership operation and maintenance of PROJECT."

7. A new Section I.25 is hereby added to this AGREEMENT as follows:

"Issue a first invoice to DISTRICT (Attention: Special Projects Section) for the payment of CONSTRUCTION CONTRIBUTION and CONTRACT ADMINISTRATION CONTRIBUTION at the time of providing written notice of the award of a construction contract as set forth in Section I.7, subject to and provided that DISTRICT TOTAL CONTRIBUTION shall not exceed the total amount of Two Million Five Hundred Thousand Dollars (\$2,500,000). Furthermore, CITY shall be responsible to pay any amounts in excess of DISTRICT TOTAL CONTRIBUTION."

8. A new Section I.26 is hereby added to this AGREEMENT as follows:

"Within thirty (30) days of CITY awarding PROJECT, pay the Western Riverside County Regional Conservation Authority (RCA) the mitigation fee for PROJECT, per the 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP")."

9. A new Section I.27 is hereby added to this AGREEMENT as follows:

"Keep an accurate accounting of all PROJECT costs and provide this accounting to DISTRICT with CITY's Notice of Completion, as set forth in

Section I.20. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, CITY approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction for DISTRICT and CITY approved IMPROVEMENT PLANS. If applicable, issue a second invoice to DISTRICT (Attention: Special Projects Section) for CONSTRUCTION CHANGE ORDERS CONTRIBUTION, subject to and provided that DISTRICT TOTAL CONTRIBUTION shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000)."

10. A new Section I.28 is hereby added to this AGREEMENT as follows:
 "In the event CITY receives FEMA funding, CITY shall pay CITY REIMBURSEMENT to DISTRICT, subject to and provided that CITY REIMBURSEMENT shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000)."
11. A new Section II.8 is hereby added to this AGREEMENT as follows:
 "Pay CITY, within thirty (30) days after receipt of CITY's first invoice for CONSTRUCTION CONTRIBUTION and CONTRACT ADMINISTRATION CONTRIBUTION as set forth in Section I.25, subject to and provided that DISTRICT TOTAL CONTRIBUTION shall not exceed the total amount of Two Million Five Hundred Thousand Dollars (\$2,500,000). Furthermore, CITY shall be responsible to pay any amounts in excess of DISTRICT TOTAL CONTRIBUTION."
12. A new Section II. 9 is hereby added to this AGREEMENT as follows:

"If applicable, pay CITY within thirty (30) days after receipt of CITY's appropriate invoice, for CONSTRUCTION CHANGE ORDERS CONTRIBUTION as set forth in Section I.27, provided that DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of Two Million Five Hundred Thousand Dollars (\$2,500,000). CITY shall be responsible to pay any amounts in excess of DISTRICT TOTAL CONTRIBUTION."

- 13. Section III.8 of this AGREEMENT is amended to replace the CITY's addressee for notice to:

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552
Attn: Michael L. Wolfe, P.E.

- 14. Except to the extent specifically deleted, added to, or amended herein, all of the terms, covenants and conditions of said ORIGINAL AGREEMENT executed on August 23, 2016 shall remain in full force and effect between the parties hereto.
- 15. This FIRST AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT

on _____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

First Amendment to Cooperative Agreement: City of Moreno Valley
Moreno Master Drainage Plan Line K-1, Stage 2
Project No. 4-0-00766
(MS 122)
09/24/2020
AMR:blm

Attachment: First Amendment to Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT

RECOMMENDED FOR APPROVAL: **CITY OF MORENO VALLEY**

By _____
MICHAEL L. WOLFE, P.E.
Public Works Director/City Engineer

By _____
MIKE LEE
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
STEVE QUINTANILLA
Interim City Attorney

By _____
PAT JACQUEZ-NARES
City Clerk

(SEAL)

First Amendment to Cooperative Agreement: City of Moreno Valley
Moreno Master Drainage Plan Line K-1, Stage 2
Project No. 4-0-00766
(MS 122)
09/24/2020
AMR:blm

COOPERATIVE AGREEMENT
Moreno Master Drainage Plan Line K-1
Project No. 4-0-00766
(MS 122)

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and the City of Moreno Valley, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. CITY has budgeted for and plans to design and construct certain stormwater management facilities identified in DISTRICT'S Moreno Master Drainage Plan (MDP) in order to provide necessary flood protection and drainage for Ironwood Avenue and adjoining properties, located in the city of Moreno Valley; and

B. Moreno MDP Line K-1 consists of (i) approximately 1,500 lineal feet of 90-inch underground storm drain to be constructed in Ironwood Avenue from Oliver Street and Petit Street; and (ii) a certain riprap outlet structure, earthen channel and maintenance access road with turnaround, hereinafter called "DISTRICT DRAINAGE FACILITIES", as shown in concept on Exhibit "A", attached hereto and made a part hereof. At its downstream terminus, DISTRICT DRAINAGE FACILITIES shall outlet to the proposed channel as shown in DISTRICT Drawing No. 4-1001; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of (i) approximately 58 lineal feet of 72-inch corrugated metal pipe underground storm drain system; (ii) three (3) approximately 10 lineal feet of 48-inch reinforced concrete pipes; and (iii) two (2) grated inlet catch basins that are located within CITY held easements or rights of way, hereinafter called "APPURTENANCES"; and

D. Together DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

E. CITY has prepared plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS" and submitted to DISTRICT for its review; and

AUG 23 2016 11-8

Attachment: Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE

1 F. DISTRICT has reviewed and approved IMPROVEMENT PLANS for the
2 public works construction contract; and

3 G. DISTRICT and CITY acknowledge it is in the best interest of the public to
4 proceed with construction of PROJECT at the earliest possible date; and

5 H. The purpose of this Agreement is to memorialize the mutual
6 understandings by and between DISTRICT and CITY with respect to design, construction,
7 inspection, ownership, operation and maintenance of PROJECT.

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

10 SECTION I

11 CITY shall:

12 1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
13 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
14 appropriate CEQA documents pertaining to the construction, operation and maintenance of
15 PROJECT.

16 2. Obtain, at its sole cost and expense, all necessary licenses, permits,
17 agreements, approvals, rights of way, rights of entry and temporary construction easements as
18 may be necessary to construct, inspect, operate and maintain PROJECT.

19 3. Prior to commencing construction, obtain at its sole cost and expense, all
20 necessary permits, approvals or agreements required by any Federal, State and local resource or
21 regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such
22 documents, hereinafter called "REGULATORY PERMITS", may include, but are not limited to,
23 a Section 404 permit issued by USACOE, a Section 401 Water Quality Certification issued by
24 the California Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed
25 Alteration Agreement issued by the California Department of Fish and Wildlife, National
26 Pollutant Discharge Elimination System Permit issued by the State Water Resources Control
27 Board or CRWQCB and Western Riverside County Regional Conservation Authority.
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4. Prior to advertising PROJECT for public works construction contract, provide DISTRICT an opportunity to review and approve all updated REGULATORY PERMITS and rights of way documents. DISTRICT approval of any such document(s) may be withheld when, in the sole judgment of DISTRICT'S General Manager-Chief Engineer, said document(s) unreasonably constrains, inhibits or impairs DISTRICT'S ability to operate and maintain DISTRICT DRAINAGE FACILITIES.

5. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be either (i) unreasonably high; or (ii) unbalanced such that the burden of the overall construction cost is unduly shifted upon construction of PROJECT. DISTRICT shall not unreasonably withhold approval of contract.

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

7. Provide DISTRICT with written notice (Attention: Development Review Section) that CITY has awarded a construction contract for PROJECT.

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

9. Construct PROJECT pursuant to a CITY administered construction contract, in accordance with the IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay all costs associated therewith.

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

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11. Furnish, or cause its construction manager to furnish, all construction survey and materials testing services necessary to ensure PROJECT construction is accomplished in accordance with the approved plans and specifications.

12. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of PROJECT.

13. Order the relocation of all utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense.

14. Not permit any change to or modification of the DISTRICT approved IMPROVEMENT PLANS that would result in a change of functionality or maintainability of PROJECT without the prior written permission and consent of DISTRICT. Failure to do so shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to CITY that DISTRICT is unable to 1) perform its obligations hereunder; and/or 2) to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

15. CITY'S construction contractor(s) shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing CITY'S construction contractor(s) obligation to indemnify or hold DISTRICT harmless, CITY'S construction contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

Attachment: Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE

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A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY'S construction contractor(s) performance of its obligations hereunder. Policy shall name the DISTRICT, and the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

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C. Vehicle Liability:

If CITY'S construction contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY'S construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

CITY'S construction contractor(s) shall maintain Professional Liability Insurance providing coverage for CITY'S construction contractor(s) performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If CITY'S construction contractor(s) Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CITY'S construction contractor(s) shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance

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that CITY'S construction contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. The CITY'S construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the County Risk Manager, CITY'S construction contractor(s) carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CITY'S construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly

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executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY'S construction contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY'S construction contractor(s) shall cause CITY'S construction contractor(s) insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its

Attachment: Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE

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behalf shall sign the original endorsements for each policy and the certificate of insurance.

- iv. It is understood and agreed by the parties hereto that CITY'S construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY'S construction contractor(s) has become inadequate.
- vi. CITY'S construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

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viii. CITY'S construction contractor(s) agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT.

16. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

17. Require its construction contractor(s) to furnish DISTRICT (Attention: Development Review Section) with a confined space procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District confined Space Procedures, SOM-18. The procedure shall be provided to DISTRICT no less than twenty (20) days prior to requesting that DISTRICT perform a final inspection for acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT prior to conducting the final inspection.

18. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Development Review Section) that PROJECT

1 construction is substantially complete and requesting that DISTRICT conduct a final inspection
2 of DISTRICT DRAINAGE FACILITIES.

3 20. Upon completion of PROJECT construction, provide DISTRICT with a
4 copy of CITY'S Notice of Completion.

5 21. Upon completion of PROJECT construction but prior to DISTRICT'S
6 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
7 provide DISTRICT with appropriate engineering documentation necessary to establish that
8 DISTRICT DRAINAGE FACILITIES was constructed in accordance with the DISTRICT
9 approved IMPROVEMENT PLANS.

10 22. Upon completion of construction of PROJECT, but prior to DISTRICT'S
11 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
12 CITY'S civil engineer of record or construction civil engineer of record duly registered in the
13 State of California, shall provide DISTRICT with redlined "record drawing" plans for
14 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing", CITY'S
15 engineer shall schedule with DISTRICT a time to transfer the redlined changes into DISTRICT'S
16 original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign
17 mylars "record drawing".

18 23. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for
19 ownership, operation and maintenance, convey, or cause to be conveyed, to DISTRICT all rights
20 of way and easements deemed necessary by DISTRICT for the operation and maintenance of
21 DISTRICT DRAINAGE FACILITIES.

22 24. Upon DISTRICT acceptance of PROJECT construction as being complete,
23 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located
24 within CITY rights of way which must be performed at such time(s) that the finished grade along
25 and above the underground portions of PROJECT are improved, repaired, replaced or changed.
26 It being further understood and agreed that any such adjustments shall be performed at no cost to
27 DISTRICT.
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SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Review and approve all necessary updated REGULATORY PERMITS and rights of way documents prior to CITY advertising PROJECT for bids. DISTRICT may withhold approval of any such document(s) when, in the sole judgment of DISTRICT'S General Manager-Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs DISTRICT'S ability to operate and maintain DISTRICT DRAINAGE FACILITIES.

3. Within seven (7) days following City's construction bid opening, review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be either (i) unreasonably high; or (ii) unbalanced such that the burden of the overall construction cost is unduly shifted upon construction of PROJECT. DISTRICT shall not unreasonably withhold approval of contract.

4. Conduct periodic inspections of DISTRICT DRAINAGE FACILITIES construction for quality control purposes at its sole cost and provide any comments to CITY'S designated PROJECT construction inspector.

5. Upon receipt of CITY'S written notice that PROJECT construction is substantially complete, conduct a final inspection of DISTRICT DRAINAGE FACILITIES.

6. Accept sole responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) receipt of CITY'S written Notice of Completion as set forth in Section I.20; (ii) receipt of appropriate engineering documentation as set forth in Section I.21; (iii) receipt of "record drawing" as set forth in Section I.22; and (iv) receipt of rights of way and easements as set forth in Section I.23.

7. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of PROJECT plans.

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SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by CITY but shall not be deemed complete until DISTRICT and CITY mutually agree that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

2. DISTRICT personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any comments to CITY personnel who shall be solely responsible for all communications with CITY'S construction contractor(s).

3. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is not in an acceptable condition, corrections will be made at sole expense of CITY.

4. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY'S (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

5. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based

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upon, arising out of or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

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

7. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

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

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

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552
Attn: Ahmad Ansari, P.E.

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

10. This agreement is to be construed in accordance with the laws of the State of California.

11. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other party.

Attachment: Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE

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

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

14. Any waiver by DISTRICT or CITY or any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping DISTRICT or CITY from enforcing this Agreement.

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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Attachment: Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE

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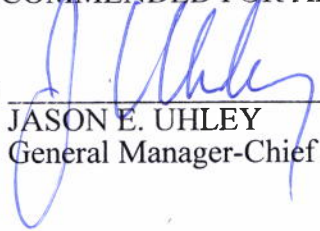
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

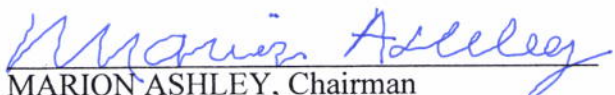
AUG 23 2016

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

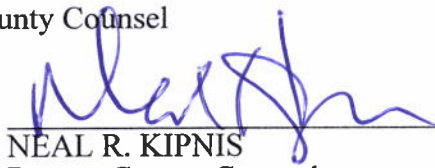
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

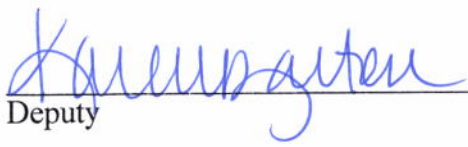
By 
JASON E. UHLEY
General Manager-Chief Engineer

By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel
By 
NEAL R. KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy

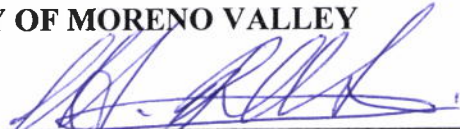
(SEAL)

Cooperative Agreement: City of Moreno Valley
Moreno Master Drainage Plan Line K-1
05/31/16
AMR:mcv


Attachment: Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE

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CITY OF MORENO VALLEY

By 
AHMAD ANSARI, P.E.
Public Works Director/City Engineer

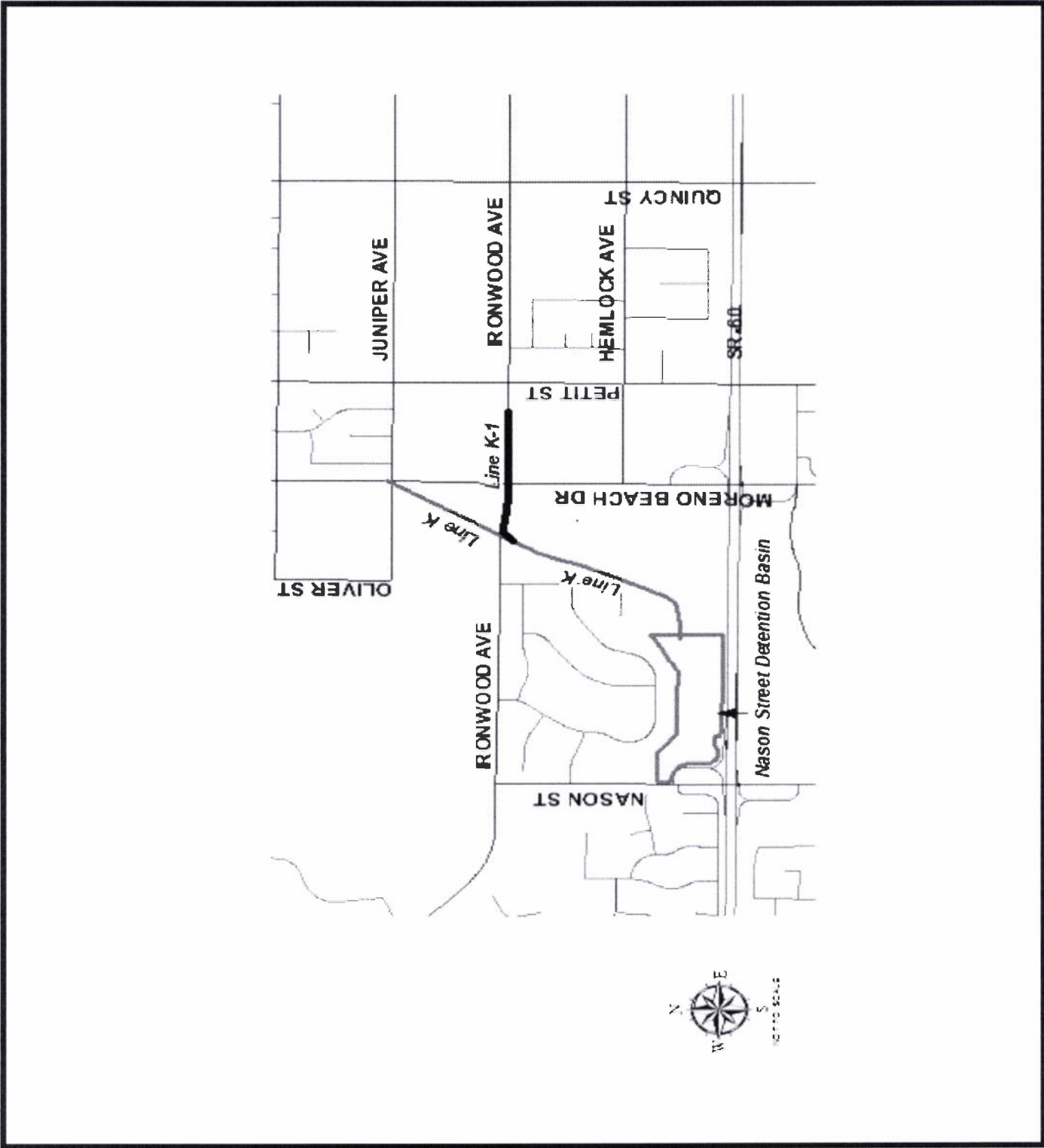
APPROVED AS TO FORM:

By 
for STEVEN B. QUINTANILLA
Interim City Attorney

Cooperative Agreement: City of Moreno Valley
Moreno Master Drainage Plan Line K-1
05/31/16
AMR:mcv

Attachment: Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE

Exhibit A



COOPERATIVE AGREEMENT
 Moreno Master Drainage Plan Line K-1
 (MS 122)
 Project No. 4-0-00766
 Page 1 of 1

Attachment: Cooperative Agreement (4120 : APPROVE THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT WITH RIVERSIDE



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 6, 2020

TITLE: APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES WITH HR GREEN PACIFIC INC. (AGMT. NO. 2020-129)

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to the Agreement for On-Site And/Or Professional Services with HR Green Pacific Inc;
2. Authorize the City Manager to execute the First Amendment with HR Green Pacific Inc., which includes executing subsequent Amendments or Extensions to the Agreement, and the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney; and
3. Authorize an increase to Purchase Order 2020-1044 with HR Green Pacific Inc. from a not-to-exceed amount of \$50,000 to a not-to-exceed amount of \$200,000 using existing funds already approved in the Public Works Operating Budget.

SUMMARY

This report recommends approval of an amendment to the agreement with HR Green Pacific, Inc. for staff support services related to the review of development applications on behalf of the Transportation Engineering Division, under the supervision of that Division's manager. The amendment will allow services to continue through December 2021.

DISCUSSION

The City has contracted for professional services to meet its development review obligations in multiple divisions, as doing so allows effort to be tailored to workload. Due to staff retirements and resignations, the Transportation Engineering Division (TED) has no staff dedicated full-time to development review. The development review obligation for TED remains high along with the other engineering-oriented assignments for the Divisions. As such, and in order to not delay development projects, consultant assistance is necessary.

In 2018, the Transportation Engineering Division solicited firms to submit proposals for on-call Traffic Engineering services, including development review. HR Green Pacific Inc. (HR Green) was selected on the basis of their qualifications to perform the required work.

In March 2020, HR Green was awarded a contract up to \$50,000 to provide development review services for the Transportation Engineering Division under the terms of their on-call agreement. Since that time, HR Green has successfully completed all assigned reviews.

The recommended actions will allow HR Green to continue to review development applications through the end of 2021.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *Staff recommends this alternative in order to fulfill the City's obligations to developers and deliver high-quality development projects.*
2. Do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative, as it would result in extended development application review times and potentially impact review quality.*

FISCAL IMPACT

The proposed Fourth Amendment includes a \$150,000 increase in compensation for review services, which are recovered through fees collected on development applications. The existing Public Works Operating Budget has sufficient funds. There is no net impact to the General Fund.

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.
Interim Assistant City Manager/

Public Works Director/City Engineer

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

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

ATTACHMENTS

1. First Amendment
2. Original Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/29/20 9:22 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/29/20 9:56 AM

**FIRST AMENDMENT TO AGREEMENT
FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

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

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES DEVELOPMENT SUPPORT TO TRANSPORTATION ENGINEERING DIVISION, hereinafter referred to as “Agreement,” dated April 24, 2020.

Whereas, the Consultant is satisfactorily providing professional engineering services to support the Transportation Engineering Division’s review of Land Development projects.

Whereas, it is desirable to amend the Agreement to increase the authorized compensation amount and extend the period of performance as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of December 31, 2020 is extended by this Amendment to **December 31, 2021**.

1.2 Exhibit “B” to the Agreement is hereby amended by increasing the authorized compensation amount by \$150,000.00, and replacing billing rates for certain staff with the following: “Rate: Between \$115/hour and \$153/hour depending on qualifications and experience of the assigned staff.”

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES
HR GREEN PACIFIC INC.

1.3 The total "Not-to-Exceed" fee for this contract is \$200,000.00 (\$50,000.00 for the original Agreement plus \$150,000.00 for the First Amendment to the Agreement).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES
HR GREEN PACIFIC INC.

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

City of Moreno Valley

HR Green Pacific Inc.

By: _____

By: _____

Mike Lee, City Manager

Title: _____

(President or Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____

(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments: Exhibit A – First Amendment

Attachment: First Amendment [Revision 1] (4163 : APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR ON-SITE AND/OR

**PROJECT SPECIFIC AGREEMENT FOR ON-CALL
PROFESSIONAL CONSULTANT SERVICES
DEVELOPMENT SUPPORT TO TRANSPORTATION ENGINEERING DIVISION**

This Agreement is made and entered into as of the date signed by the City of Moreno Valley, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and HR Green Pacific, Inc., a California Corporation, hereinafter described as "Consultant."

RECITALS

WHEREAS, the City has pre-qualified Consultant for On-call Consultant work in an Agreement ("On-Call Agreement") executed on March 28, 2019 for Traffic Engineering Services hereinafter described as "Project"; and

WHEREAS, the City wishes to engage the services of Consultant for the Project.

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

1. The previously executed On-Call Agreement and subsequent Amendments between City and Consultant are incorporated herein by reference and made a part of this Agreement as if set forth in full and available for review in the City Engineer's office. Notwithstanding any expiration or termination of the On-Call Agreement or Amendment, all terms and provisions of the aforementioned On-Call Agreement and Amendments incorporated herein shall survive the expiration or termination of such Agreement or Amendment for the duration of this Project Specific Agreement. In the event of a conflict between this Agreement and the On-Call Agreement, the most current amendment shall prevail.

2. The Consultant's scope of service is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference.

PROJECT SPECIFIC AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
Page 2

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$50,000 in accordance with the payment terms provided in Exhibit "B", attached hereto and incorporated herein by this reference.
6. The Consultant shall commence services upon receipt of written direction to proceed from the City.
7. This agreement will terminate on December 31, 2020 unless the termination date is extended by an amendment to the agreement.
8. Consultant shall provide updated insurance documentation, certificates or endorsements unless specifically waived by the City's Risk Manager.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

HR Green Pacific, Inc.

BY: [Signature]
Mike Lee, Interim City Manager

BY: [Signature]

4/24/2021
Date

TITLE: VICE PRESIDENT
(President or Vice President)
4/16/2020
Date

INTERNAL USE ONLY
APPROVED AS TO LEGAL FORM:
[Signature]
City Attorney
4/20/20
Date
RECOMMENDED FOR APPROVAL:
EL 4/20/20 [Signature]
Public Works Director/City Engineer
4/22/2020
Date

BY: [Signature]
Jason Poppen

TITLE: Secretary
(Corporate Secretary)
04/15/20
Date

- Enclosures: Exhibit "A" – Scope of Services
- Exhibit "B" – Consultant Technical Proposal
- Exhibit "C" – Terms of Payment / Consultant Cost Proposal

Attachment: Original Agreement (4163 : APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL

EXHIBIT "A"
SCOPE OF SERVICES

HR Green will provide an Assistant Engineer and a Transportation Planner as primary contacts to be available on site weekly to review traffic studies and encroachment permit submittals, review entitlements and apply appropriate design standards, serve as an extension of staff at development review meetings, conduct plan checks, prepare status updates and make recommendations for projects, and provide traffic engineering related assistance. This project may involve site reviews, review of civil drawings, coordination with the Planning Department, and assisting in the preparation of staff reports as well as ensuring permit compliance as needed.

EXHIBIT "B"**TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed **\$50,000**.
2. The billing rates shall be as follows:
 - a. Rob Olson: \$150/hour
 - b. Carolina Fernandez: \$143/hour
 - c. Plan checker: \$140 to \$170 per hour
 - d. Project/Program Manager: \$175 to \$200 per hour
3. Refer to the on-call agreement for additional terms of payment.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 6, 2020

TITLE: ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE 60 FREEWAY MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2020 – XX Authorizing Execution of the State Route 60 Freeway Maintenance Agreement Between the City of Moreno Valley and the State of California Department of Transportation (Caltrans);
2. Approve the State Route 60 Freeway Maintenance Agreement, in substantially the form attached hereto, between the City and Caltrans and authorize the Mayor to execute said Agreement; and
3. Authorize the Public Works Director/City Engineer to approve any future amendments and revisions that may be requested by Caltrans or the City, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of the State Route 60 (SR 60) Freeway Maintenance Agreement (FMA) between the City of Moreno Valley and Caltrans. The FMA is required by Caltrans as part of the project approval for construction of the SR 60/Moreno Beach Drive Interchange Project and subject to updating every 7 years. The FMA includes updating the existing 2014 FMA with minor changes in terms and exhibits.

DISCUSSION

Caltrans requires that the existing maintenance responsibilities along SR 60 and the crossings be current whenever an individual project on SR 60 is approaching construction. Caltrans also requires that the FMA be updated or superseded every 7 years. The last FMA was executed in 2014 and would be out of date by the time the SR 60/Moreno Beach Drive Interchange is complete. Therefore, the proposed FMA is a new, superseding agreement. The new agreement doesn't change any of the existing maintenance responsibilities. In general, the City maintains the local road surfaces within the interchanges, including the sidewalks. Caltrans maintains the freeway and ramps, including the vegetated areas. The proposed FMA maintains the same approach.

During the SR 60/Moreno Beach Drive Interchange design, the project team developed exhibits of locations and features that identified City maintenance responsibility. Exhibit C includes the proposed pilasters and other aesthetic features that will be maintained by the City.

Staff has confirmed that the new terms of the FMA will not increase the workload of the Public Works' Maintenance and Operations Division. Staff has also confirmed that the maintenance of the slope paving under the bridges, maintenance responsibilities of the SR60 mainline and associated rights-of-way, maintenance responsibilities of existing and proposed landscaping and vegetated areas within Caltrans' right-of-way, and litter control responsibilities of Caltrans' existing right-of-way, including the ramp areas for all City interchanges, will remain with Caltrans, and has not been added to City's maintenance inventory.

Pursuant to Caltrans' procedures, the FMA needs to be approved via a resolution. Staff recommends to adopt the resolution and approve the FMA to ensure it is completed for the SR 60/Moreno Beach Drive Interchange project to be ready for advertisement for construction, and to meet funding deadlines.

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: "Manage and maximize Moreno Valley's public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery."

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for timely execution of the State Route 60 Freeway Maintenance Agreement between the City of Moreno Valley and Caltrans.*
2. Do not approve the recommended actions as presented in this staff report. *This alternative will delay execution of the State Route 60 Freeway Maintenance Agreement, and potentially delay the construction of needed improvements,*

which could result in the loss of grant funding and/or higher construction costs.

FISCAL IMPACT

Fund appropriations are not required. Approval of the FMA does not have a fiscal impact.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Margery A. Lazarus
Senior Engineer, PE

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

Concurred By:
Henry Ngo, PE
Capital Projects Division Manager

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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

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 No. 2020-XX
2. State Route 60 Freeway Maintenance Agreement
3. 2014 Freeway Maintenance Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/28/20 4:57 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/30/20 9:22 AM

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING EXECUTION OF THE STATE ROUTE 60 FREEWAY MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

WHEREAS, on April 14th, 2014 Caltrans and the CITY entered into a State Route 60 Freeway Maintenance Agreement (FMA) for maintenance responsibility of roads, structures, and related elements crossing over or under State Route 60 within the City's jurisdiction; and

WHEREAS, the proposed FMA for State Route 60 updates exhibits where both parties mutually desire to clarify the division of maintenance responsibilities for roads and structures lying within Caltrans freeway right-of-way; and

WHEREAS, the proposed FMA updates the maintenance responsibility for the State Route 60/Moreno Beach Drive Interchange and the proposed aesthetic elements that will be constructed; and

WHEREAS, the CITY agrees to accept control and maintenance over each of the existing, relocated, or reconstructed roads and related elements as shown in Exhibits A, B, and C of the FMA.

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

1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.
2. The City Mayor, City Manager and his designees are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements and documents which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and Agreement. Such actions are hereby ratified, confirmed and approved.
3. The City Clerk or other appropriate City officer is hereby authorized and directed to attest the signature of the City Manager or of such other person or persons as may have been designated by the City Manager, and to affix and attest the seal of the City, as may be required or appropriate in connection with the execution and delivery of the Agreement.
4. This Resolution shall become effective immediately upon its adoption, and

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Resolution No. 2020-XX
Date Adopted: October 6, 2020

this authorization is effective until rescinded by the City Council of the City of Moreno Valley.

APPROVED AND ADOPTED this _____ day of _____, 2020.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steve Quintanilla, Interim City Attorney

Resolution No. 2020-XX ²
Date Adopted: October 6, 2020

Attachment: Resolution No. 2020-XX (4162 : ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE 60 FREEWAY

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 6th day of October, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

Resolution No. 2020-XX 3
Date Adopted: October 6, 2020

Attachment: Resolution No. 2020-XX (4162 : ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE 60 FREEWAY

**FREEWAY MAINTENANCE
AGREEMENT
WITH
CITY OF MORENO VALLEY**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of Moreno Valley; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, on _____ a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Route 60 (SR-60) within the jurisdictional limits of the CITY as a freeway; and
2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and
3. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
4. WHEREAS, pursuant to Section ___ of the above _____, 20__ Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.
5. WHEREAS, CITY and STATE previously executed a Freeway Maintenance Agreement on April 14, 2014; and
6. WHEREAS, new improvements have been constructed within the limits of this previously executed April 14, 2014 Freeway Maintenance Agreement, and the PARTIES desire to supersede such previously executed Freeway Maintenance Agreement.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede and replace in its entirety the existing Freeway Maintenance Agreement executed by PARTIES on April 14, 2014.

2. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference
3. STATE agrees to continue control and maintenance of those portions adopted as a part of SR-60 Freeway proper as shown Exhibit A.
4. CITY agrees to maintain individual infrastructure items as provided in Exhibit C attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.
5. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit C by a mutual written amendments of Exhibit A and C.
6. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
7. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
8. CITY must obtain the necessary Encroachment Permits from STATE's District 08 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
9. VEHICULAR AND PEDESTRIAN OVERCROSSINGS
 - 9.1. STATE will maintain, at STATE expense, the entire structure of the vehicular and pedestrian overcrossings of SR-60 below the deck wearing surface and any wearing surface treatment thereon.
 - 9.2. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
 - 9.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

10. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

- 10.1. STATE will maintain the entire structure of the vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.
- 10.2. CITY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.
- 10.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

11. WALLS AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.

12. LANDSCAPED AREAS – CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use.

13. INTERCHANGE OPERATON - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

14. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

- 14.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of SR-60 Freeway and CITY streets and roads and at ramp connections or SR-60 and CITY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Cost Agreement. A separate "Shared Cost Electrical Agreement will be executed in the future allocating these costs between the PARTIES.
- 14.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

15. BICYCLE PATHS - Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

16. LEGAL RELATIONS AND RESPONSIBILITIES

16.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

16.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

16.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

17. PREVAILING WAGES:

17.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 17.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.
18. **INSURANCE** - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
- 18.1. **SELF-INSURED** - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 18.2. **SELF-INSURED using Contractor** - If the work performed under this Agreement is done by CITY contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.
19. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
20. **TERM OF AGREEMENT** - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause. If amendments to this Agreement are required in the future, PARTIES agree to use the latest STATE's template if the date of this Agreement is older than 7 years at the time of the required amendments.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF MORENO VALLEY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____

TOKS OMISHAKIN
Director of Transportation

Mayor

Initiated and Approved

By: _____

By: _____

City Manager

Jim A. Rogers
Deputy District Director
Maintenance District

ATTEST:

By: _____

City Clerk

Approved as to Form

As to Form and Procedure:

By: _____

By: _____

City Attorney

Attorney
Department of Transportation

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE

EXHIBIT “A”

Plan map identifying the applicable SR-60 Freeway proper and CITY road(s)
and facilities

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	60	13.3/21.4	1	10

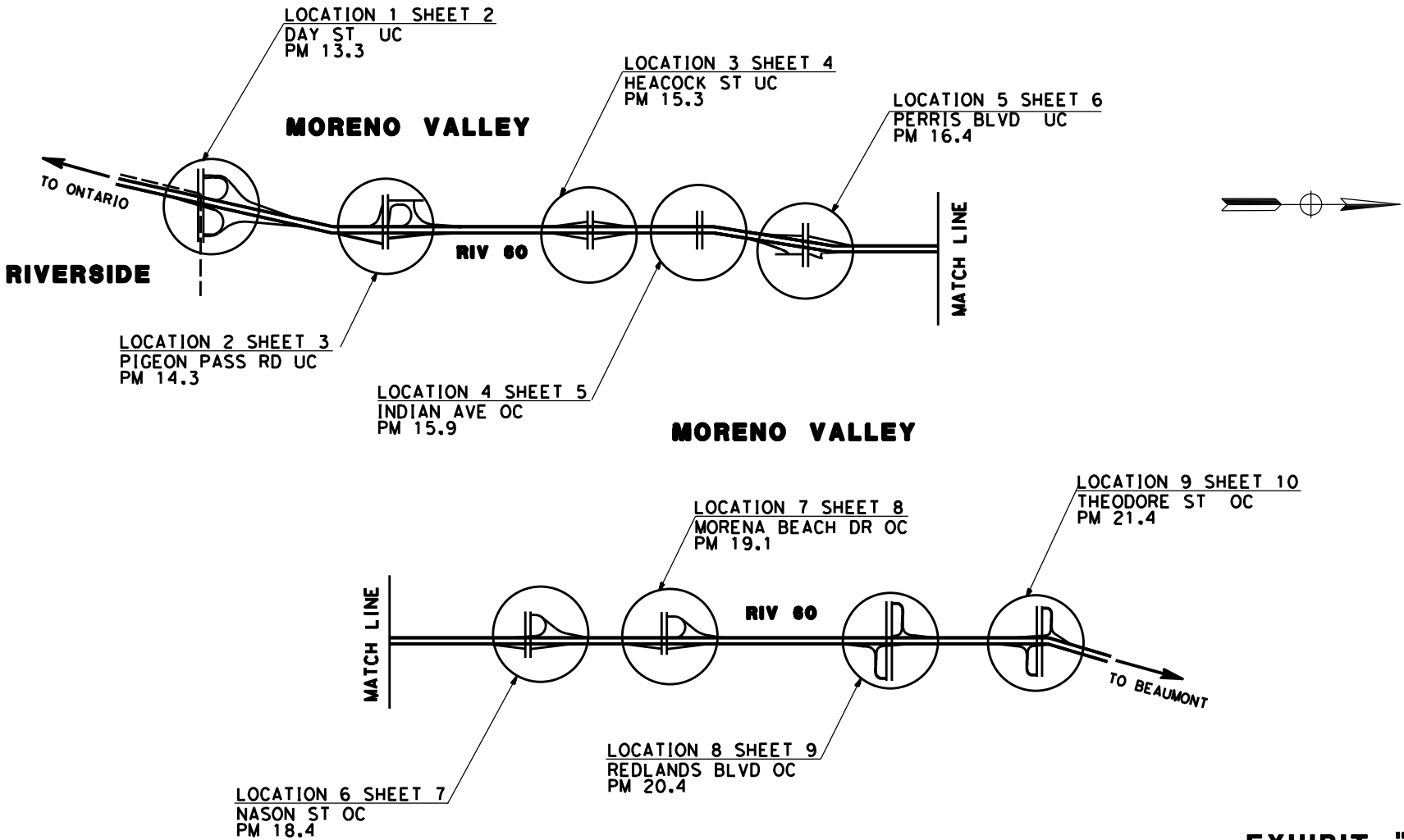
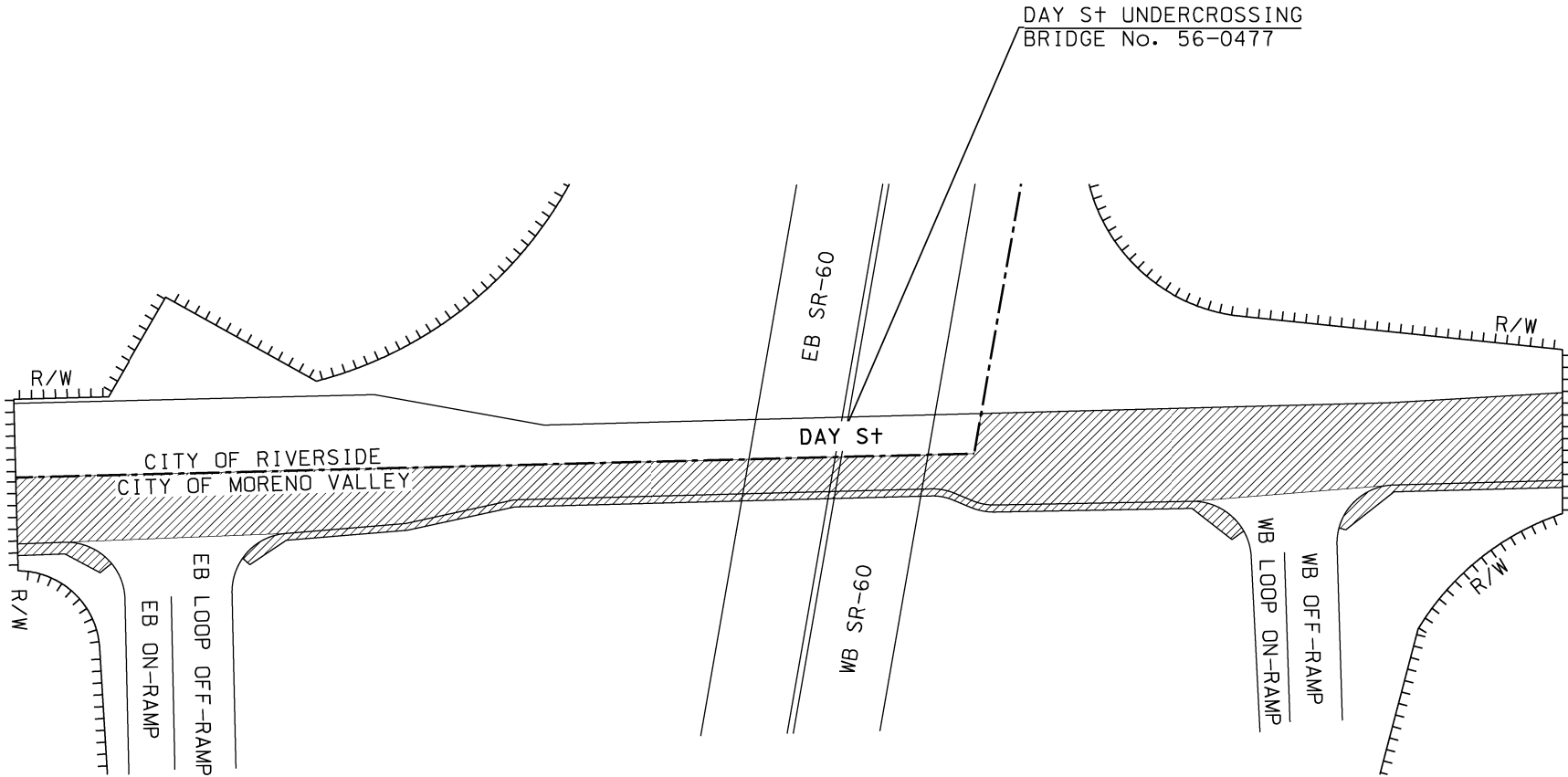


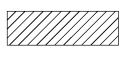
EXHIBIT "A"
NO SCALE


Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	13.3	2	10



LEGEND:

 LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY

 STATE R/W

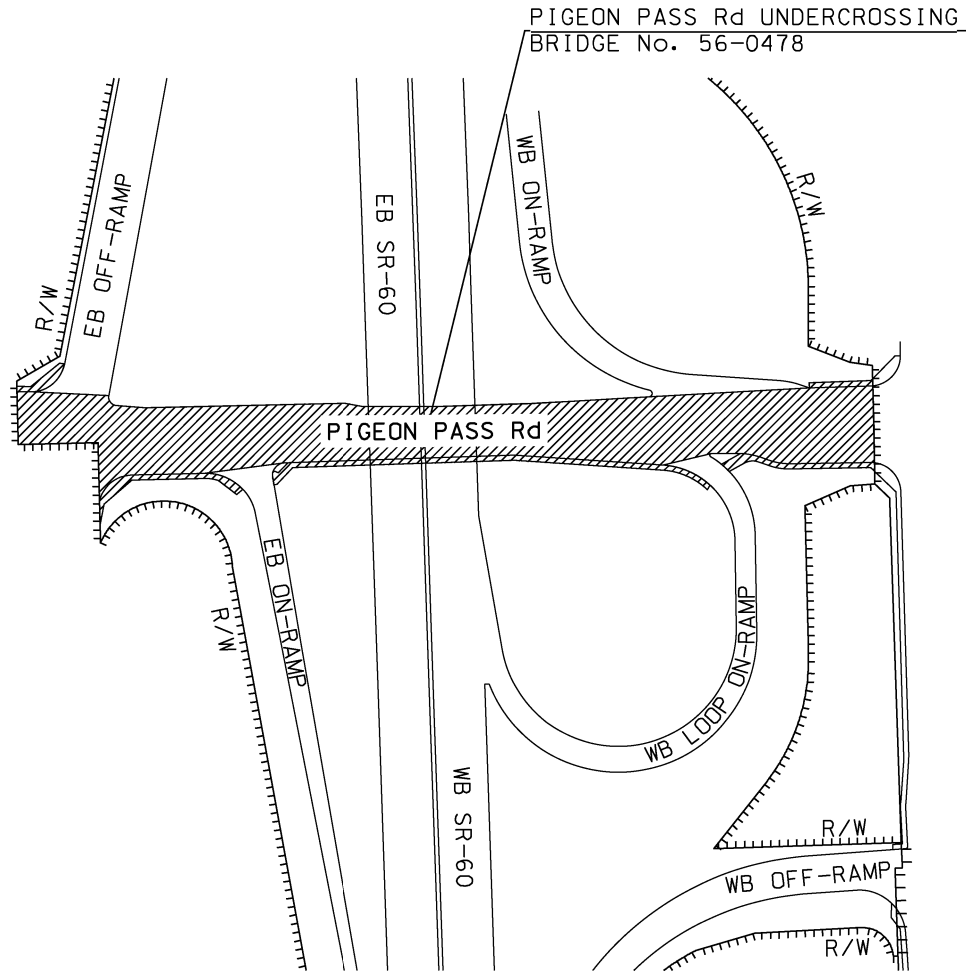
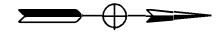
 CITY BOUNDARY

LOCATION: DAY St UC

EXHIBIT "A"

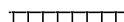
NO SCALE

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	14.3	3	10



LEGEND:

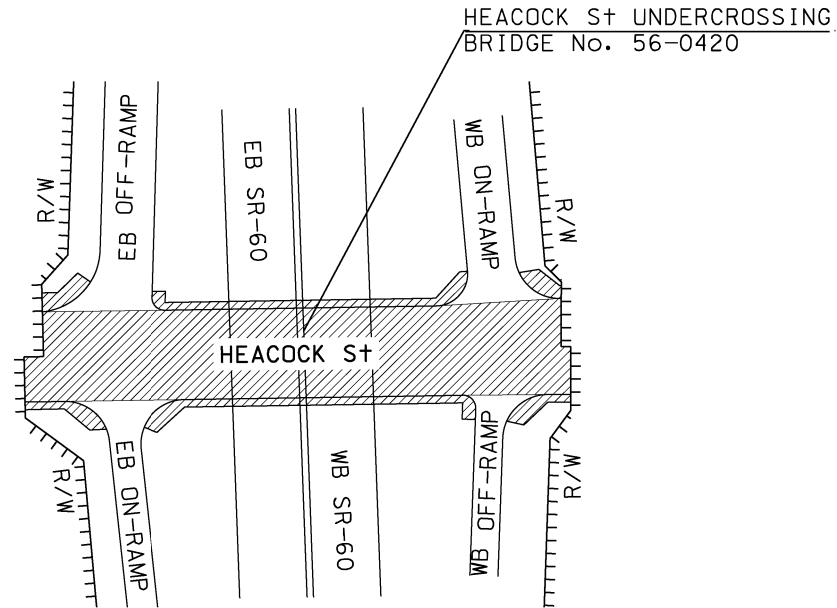
 LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY

 STATE R/W

LOCATION: PIGEON PASS Rd UC

EXHIBIT "A"
NO SCALE

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	15.4	4	10



LEGEND:

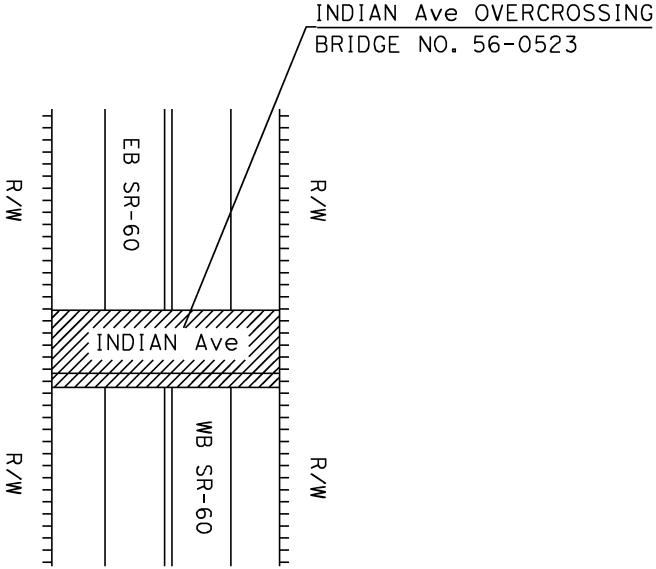
 LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY

||||| STATE R/W

LOCATION: HEACOCK St UC

EXHIBIT "A"
NO SCALE

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	60	15.9	5	10



LEGEND:

 LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY

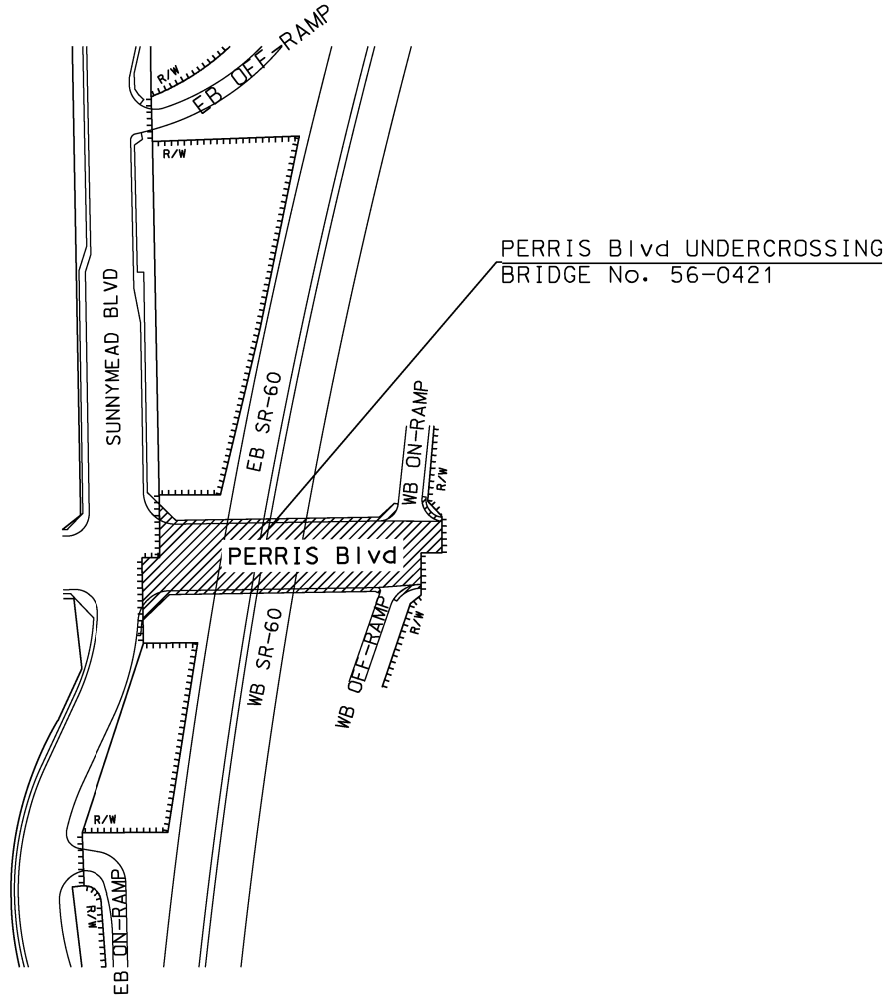
 STATE R/W

LOCATION : INDIAN Ave OC

EXHIBIT "A"
NO SCALE

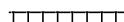
Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	16.4	6	10



LEGEND:

 LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY

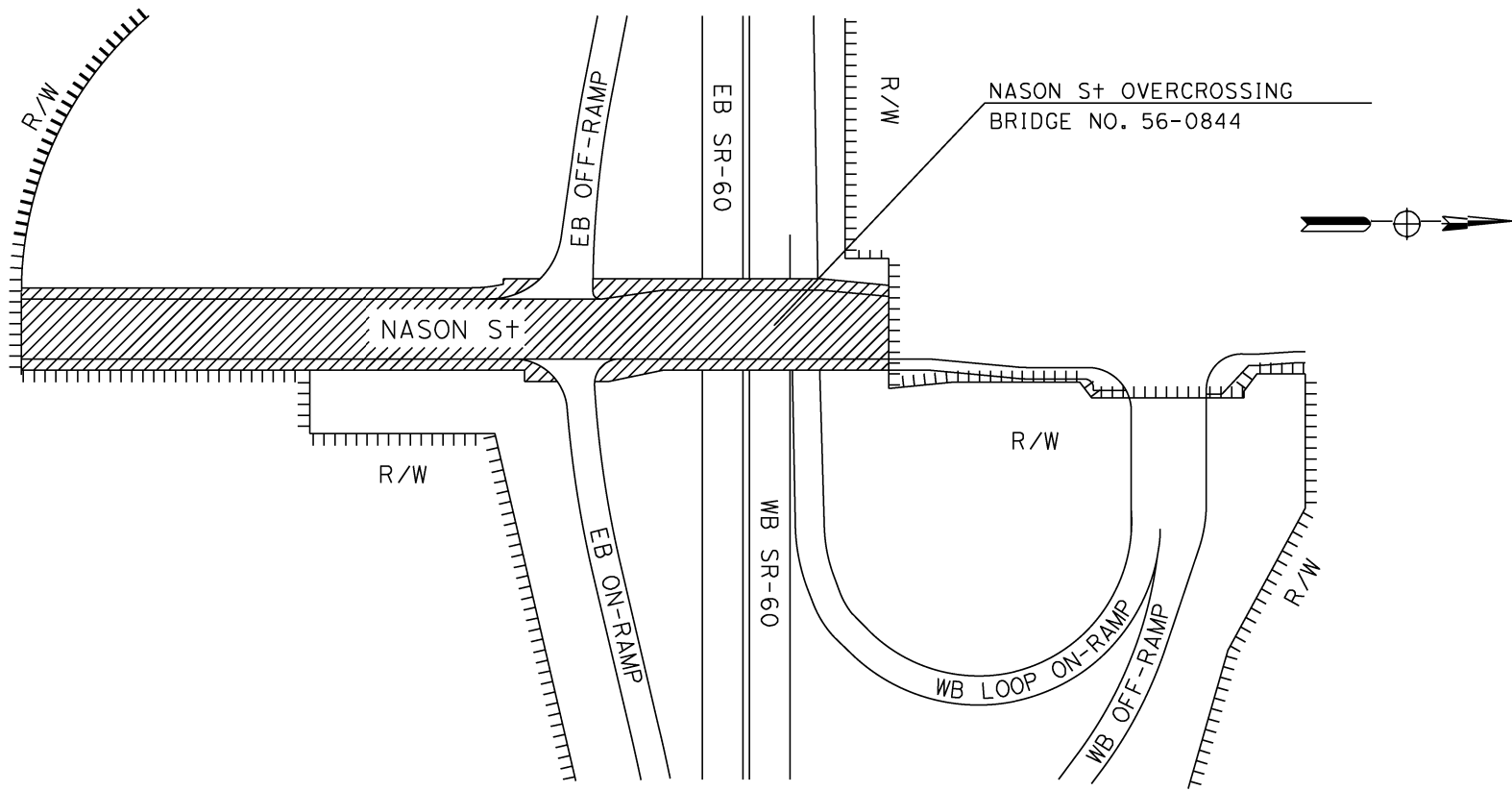
 STATE R/W

LOCATION: PERRIS Blvd UC

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

EXHIBIT "A"
NO SCALE

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	60	18.4	7	10



LEGEND:

 LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY

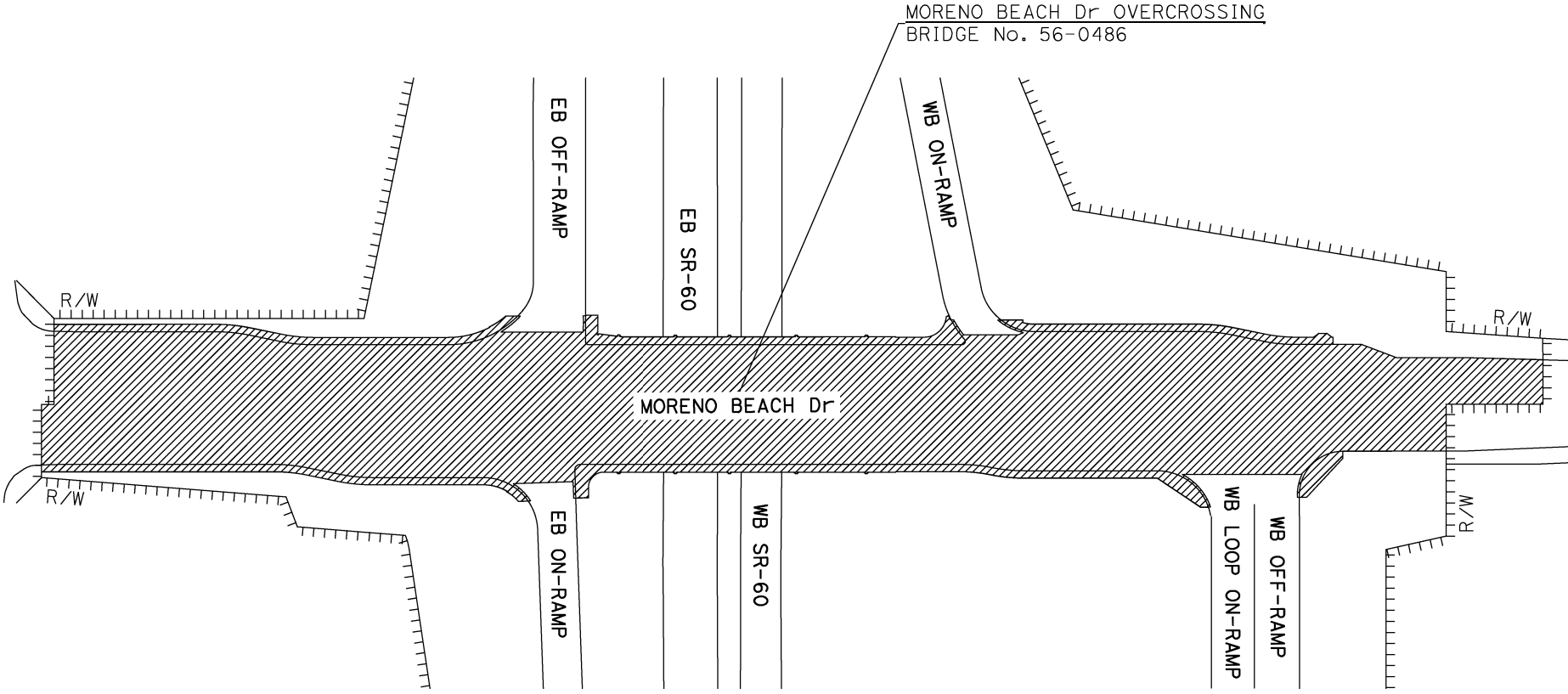
 STATE R/W

LOCATION : NASON ST OC

EXHIBIT "A"
NO SCALE

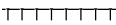
Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	19.1	8	10



LEGEND:

 LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY

 STATE R/W

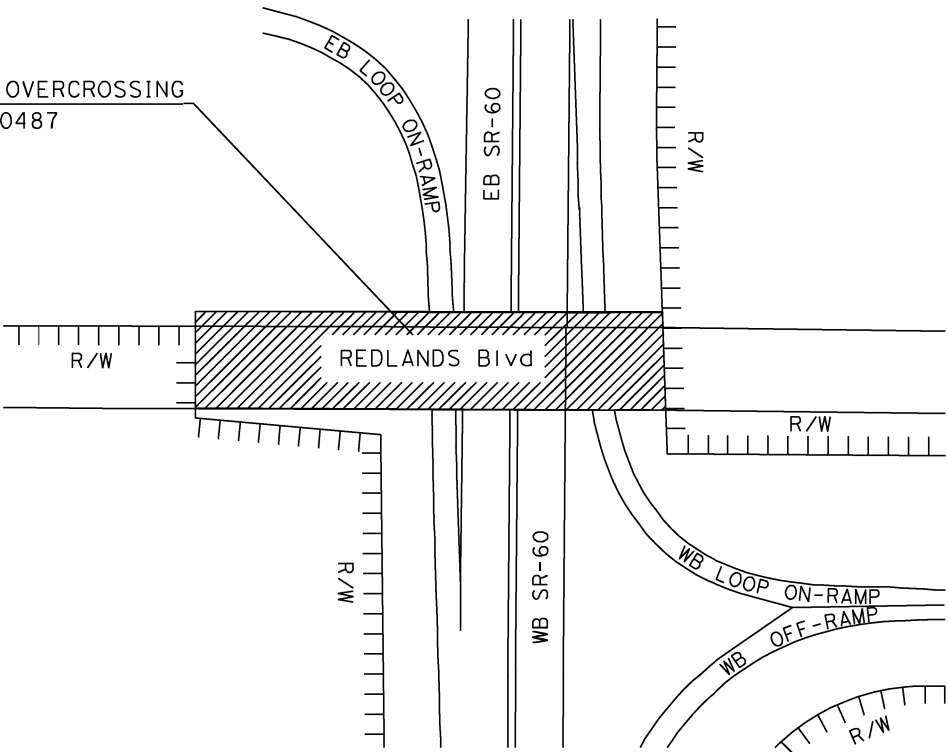
LOCATION: MORENO BEACH Dr OC

EXHIBIT "A"
NO SCALE

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	60	20.4	9	10

REDLANDS Blvd OVERCROSSING
BRIDGE NO. 56-0487



LEGEND:

 LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY

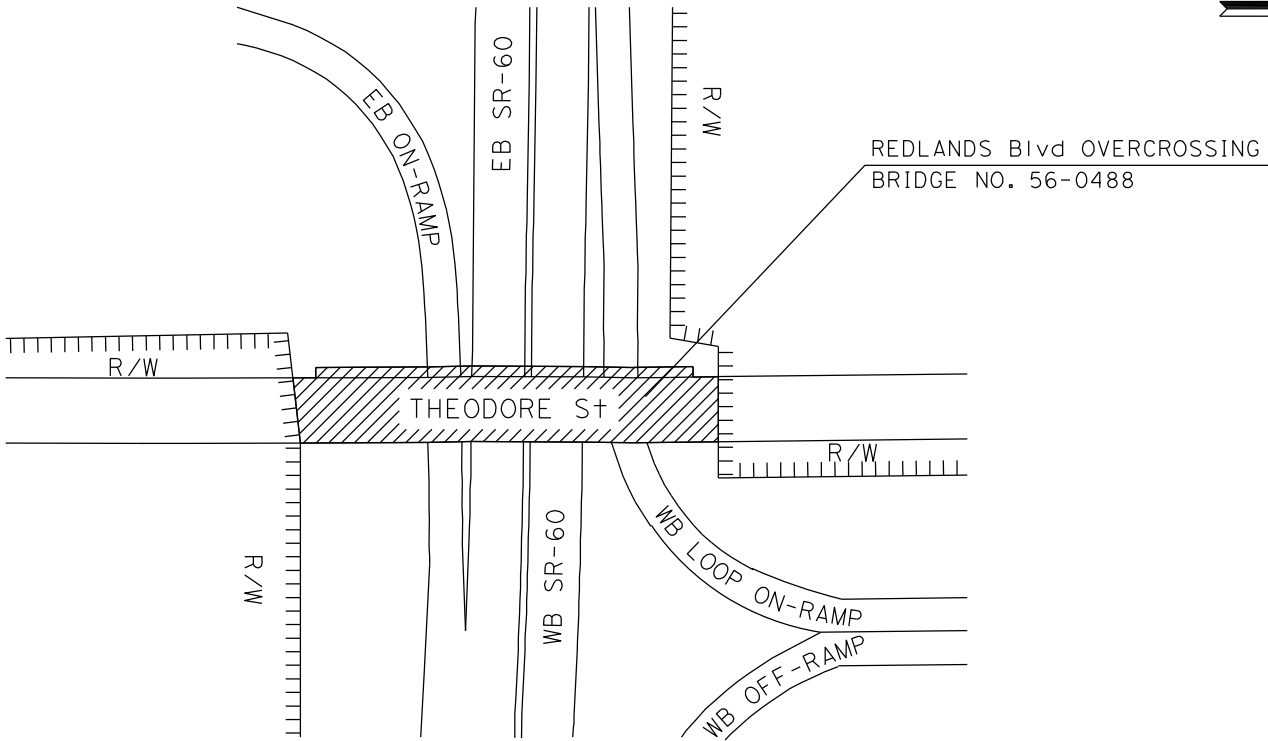
 STATE R/W

LOCATION : Redlands Blvd OC

EXHIBIT "A"
NO SCALE

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

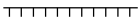
DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	60	21.4	10	10



LEGEND:



LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY



STATE R/W

LOCATION : THEODORE St OC

EXHIBIT "A"

NO SCALE

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

EXHIBIT “B”

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EXHIBIT “C”

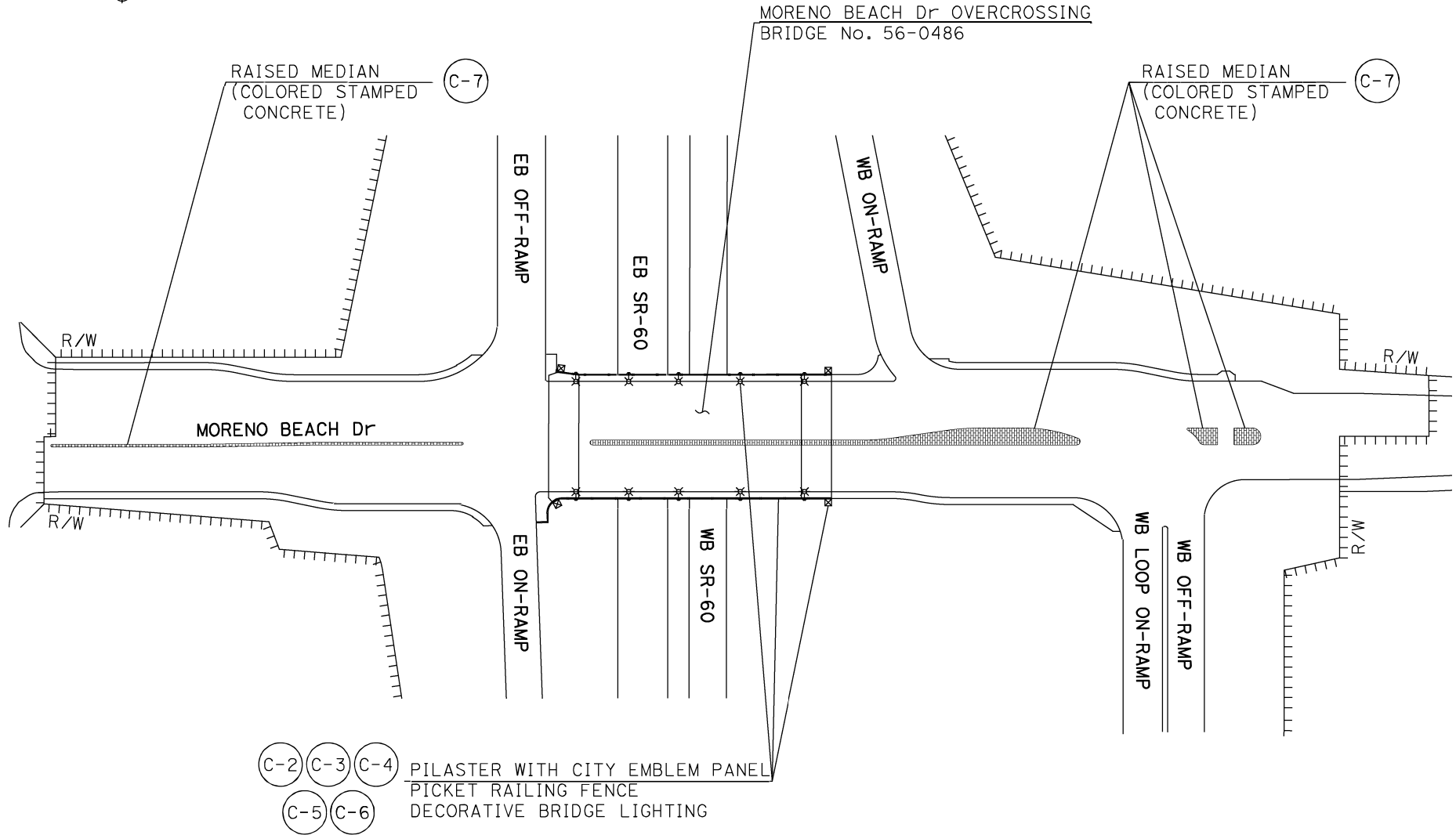
INDIVIDUAL INFRASTRUCTURE ITEMS

TO BE MAINTAINED BY CITY

Exhibit “C” includes:

- EXHIBIT C-1 – Aesthetic Overview
- EXHIBIT C-2 – Pilaster Details
- EXHIBIT C-3 – Picket Railing Fence
- EXHIBIT C-4 – Architectural Details No.1
- EXHIBIT C-5 – Architectural Details No.2
- EXHIBIT C-6 – Electrical System Details
- EXHIBIT C-7 – Raised Median (Stamped Concrete) Details

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	19.1	1	7



**MORENO BEACH DRIVE OVERCROSSING
AESTHETIC OVERVIEW**

ALL DETAILS TO BE MAINTAINED BY CITY

EXHIBIT C-1

NO SCALE
SHEET 1 OF 7

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	19.1	2	7

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv	60	18.8/19.6	2	358

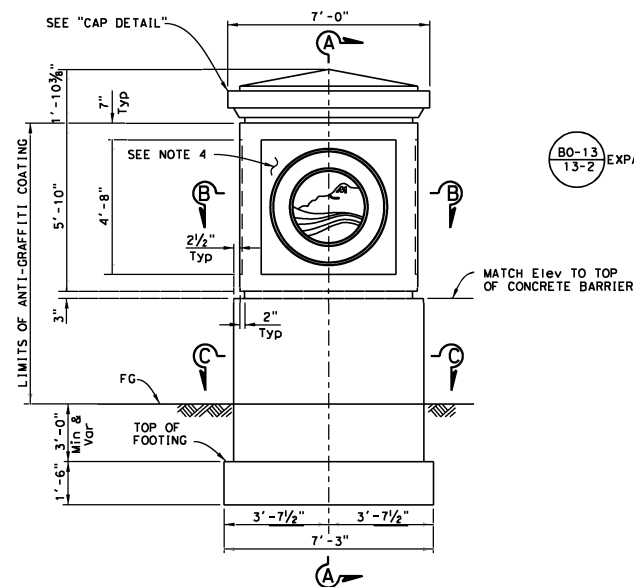
07/24/20
 REGISTERED CIVIL ENGINEER DATE
 B. LUX
 No. CB3082
 Exp. 9-30-20
 CIVIL
 STATE OF CALIFORNIA

PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

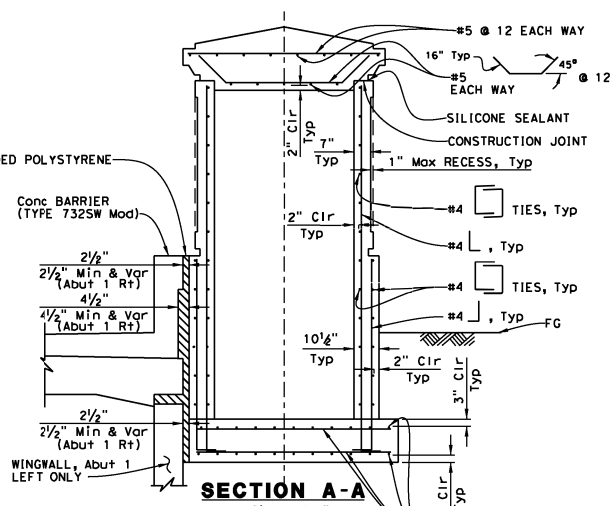
City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552

PARSONS
 2201 DUPONT DRIVE, SUITE 200
 IRVINE, CA 92612

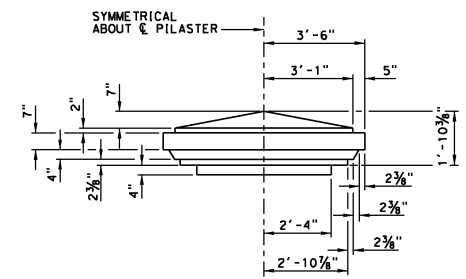
Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION



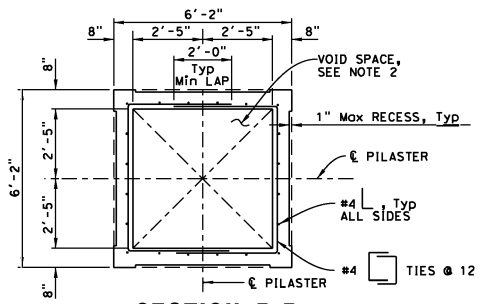
PILASTER ELEVATION AT END OF APPROACH SLAB
1/2" = 1'-0"



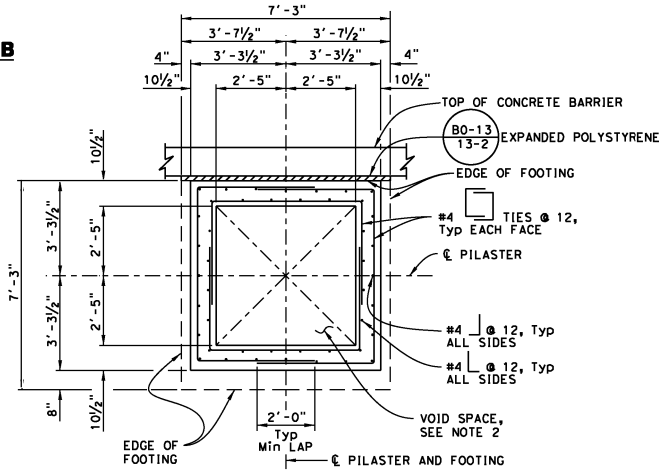
SECTION A-A
1/2" = 1'-0"
NOTES: Abut 1 Left Pilaster shown. All others similar unless noted.



CAP DETAIL
1/2" = 1'-0"



SECTION B-B
1/2" = 1'-0"



SECTION C-C
1/2" = 1'-0"

- NOTES:
- Class 1 surface finish shall be applied to Pilaster and Cap.
 - The contractor must remove all formwork from inside of Pilaster prior to placement of Cap.
 - For location of pilasters, see "FOUNDATION PLAN" sheet.
 - Fiberglass City Emblem Panel to be installed on all sides of pilaster. See "ARCHITECTURAL DETAILS NO. 1" sheet for additional details.

NOTE: The Contractor must verify all controlling field dimensions before ordering or fabricating any material.

DESIGN OVERSIGHT	DESIGN BY B. LUX	CHECKED K. BOWES	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT ENGINEER Kevin Michalski	BRIDGE No. 56-0845	MORENO BEACH DRIVE OC (REPLACE)
SIGN OFF DATE	DETAILS BY S. WEIGHT	CHECKED K. BOWES	DEPARTMENT OF TRANSPORTATION	PROJECT NUMBER & PHASE: 2232 08120000591	POST MILE 19.2	PILASTER DETAILS
DESIGN DETAIL SHEET (LENGTH) (REVISION) 4/19/2018	DATE PLOTTED => 4/20/18	TIME PLOTTED => 8:16	ORIGINAL SCALE 1/4" = 1'-0" (IN INCHES FOR REDUCED PLANS)	UNIT: 2232	CONTRACT No.: 08-323034	REVISION SHEET 32 OF 40

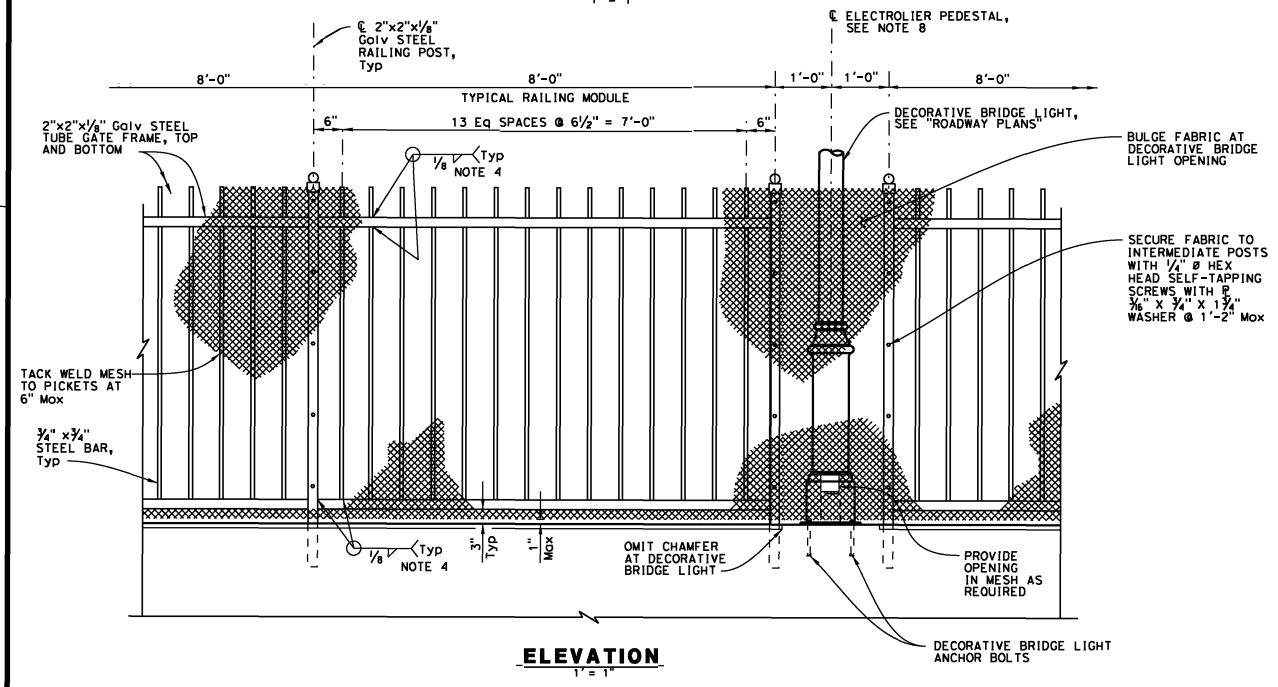
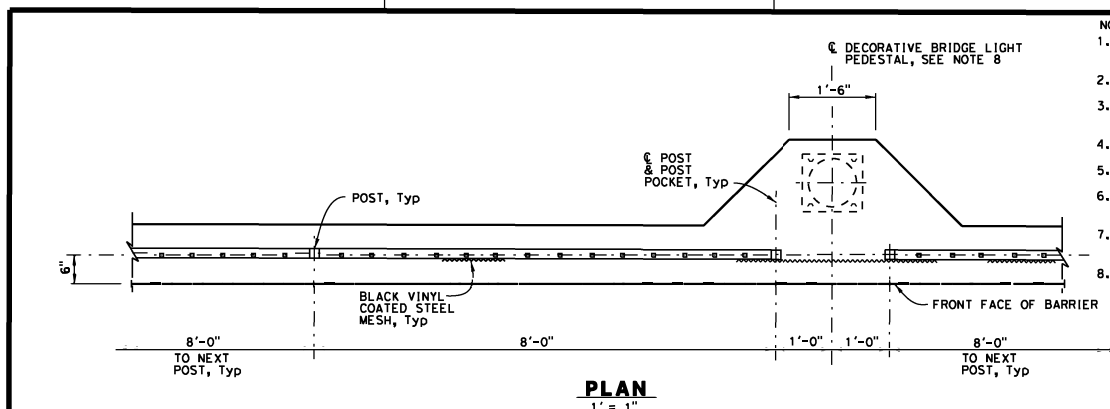
ALL DETAILS TO BE MAINTAINED BY CITY

EXHIBIT C-2

NO SCALE
SHEET 2 OF 7

Packet Pg. 123

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	Riv	60	19.1	3	7



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv	60	18,8/19.6	3	358

REGISTERED CIVIL ENGINEER DATE 07/24/20
 REGISTERED PROFESSIONAL PEDESTAL
 Brando H. Lux
 No. CS3083
 Exp. 9-30-20
 CIVIL
 STATE OF CALIFORNIA

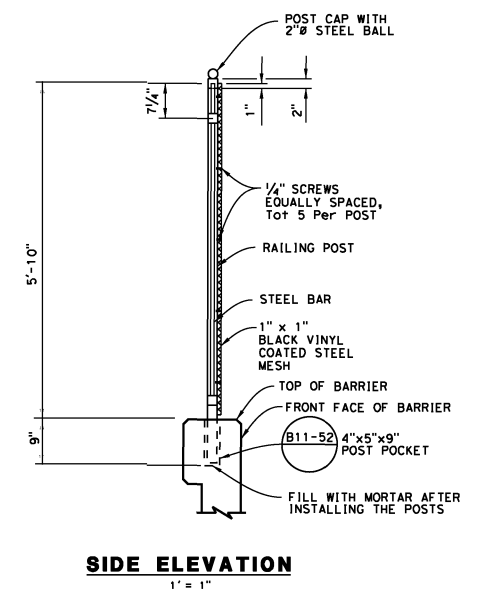
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552

PARSONS
 2201 DUPONT DRIVE, SUITE 200
 IRVINE, CA 92612

- NOTES:
- Railing assembly except chain link fabric to be galvanized after fabrication.
 - Post must be vertical.
 - Install 1" square vinyl coated steel mesh (front side of railing).
 - Grind finish all welded joints, Typ
 - When rail is on slope, place fabric parallel to slope.
 - Alternative details may be submitted by Contractor for Engineer's approval.
 - For details and reinforcement not shown see Standard Plans B11-58 and B11-59.
 - For locations, see "ARCHITECTURAL DETAILS NO. 2" sheet.



NOTE: The Contractor must verify all controlling field dimensions before ordering or fabricating any material.

DESIGN OVERSIGHT	DESIGN BY B. Lux	CHECKED BY K. Bowers	BRIDGE No. 56-0845	MORENO BEACH DRIVE OC (REPLACE)
SIGN OFF DATE	DETAILS BY S. Weight	CHECKED BY K. Bowers	PROJECT ENGINEER Kevin Michalski	
DESIGN DETAIL SHEET (ENDLISHT) (REVISION 4/19/2018)	DATE PLOTTED => MOATE	TIME PLOTTED => 07:16	ORIGINAL SCALE 1/4" = 1'-0"	UNIT: 2232
	FILE => MREQUEST	USERNAME => MUSER	REDUCED PLANS 0	PROJECT NUMBER & PHASE: 08120000591
				CONTRACT No.: 08-323034
				DISREGARD PRINTS BEARING EARLIER REVISION DATES
				REVISION DATES
				SHEET 33 OF 40

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

ALL DETAILS TO BE MAINTAINED BY CITY

EXHIBIT C-3

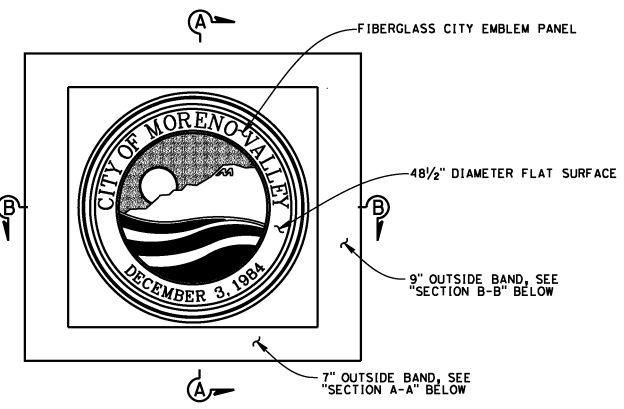
NO SCALE
SHEET 3 OF 7

Packet Pg. 124

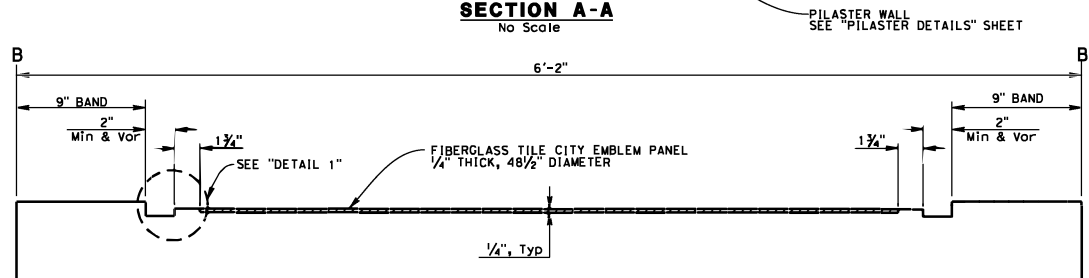
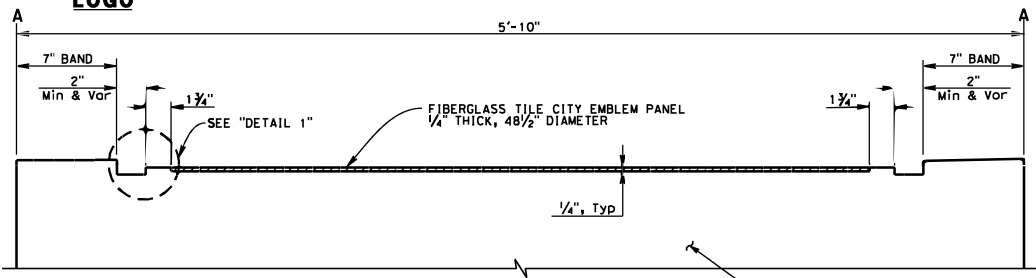
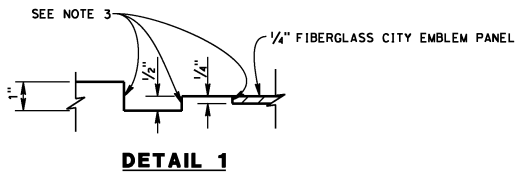
DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	19.1	4	7

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv	60	18.8/19.6	4	358

07/24/20
 REGISTERED CIVIL ENGINEER DATE
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552
PARSONS
 2201 DUPONT DRIVE, SUITE 200
 IRVINE, CA 92612



- NOTES**
1. Provide sample of fiberglass City Emblem Panel prior to fabricating for Engineer's approval.
 2. Attach fiberglass emblem with tamper proof screws per the manufacturer's specifications.
 3. On traffic face of pilaster, add a bevel 45° from vertical surface at 1/2" inset and 15° from vertical surface at 1/2" and 1/4" insets.



NOTE: The Contractor must verify all controlling field dimensions before ordering or fabricating any material.

DESIGN OVERSIGHT	DESIGN BY B. LUX	CHECKED K. BOWES	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT ENGINEER Kevin Michalski	ARTICLE No. 56-0845	MORENO BEACH DRIVE OC (REPLACE) ARCHITECTURAL DETAILS NO. 1
SIGN OFF DATE	DETAILS BY S. WEIGHT	CHECKED K. BOWES	UNIT: 2232	PROJECT NUMBER & PHASE: 08120000591	CONTRACT No.: 08-323034	
DESIGN DETAIL SHEET (LENGTH) (REVISION 4/19/2018)	DATE PLOTTED => 4/20/18	TIME PLOTTED => 8:16	ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION SHEET 34	OF 40

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

ALL DETAILS TO BE MAINTAINED BY CITY

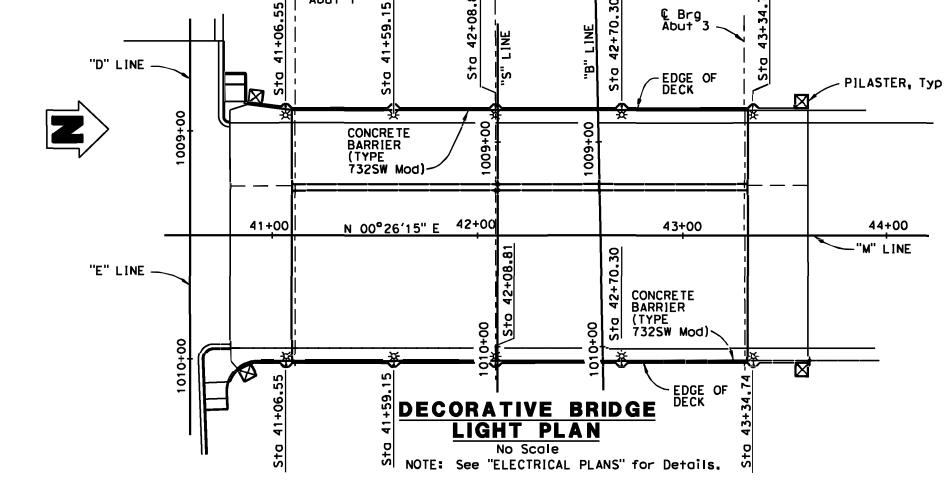
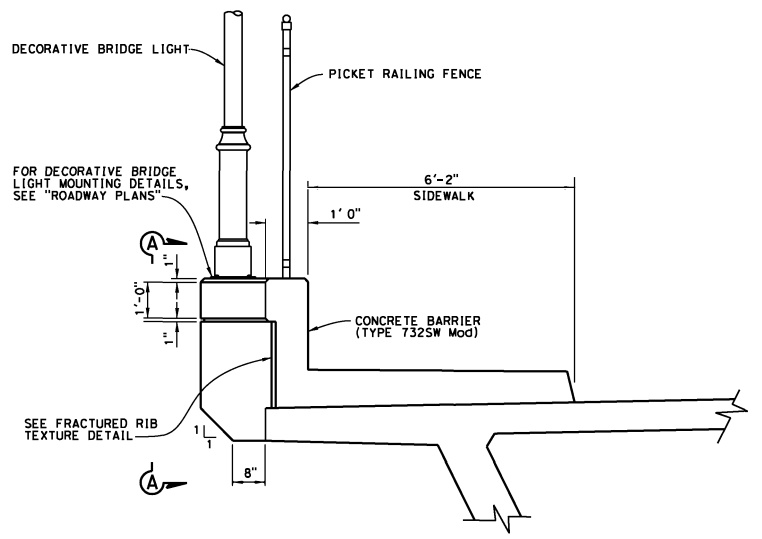
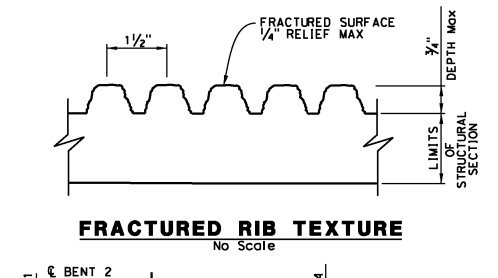
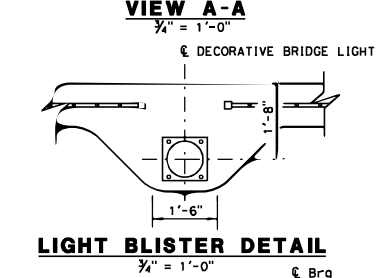
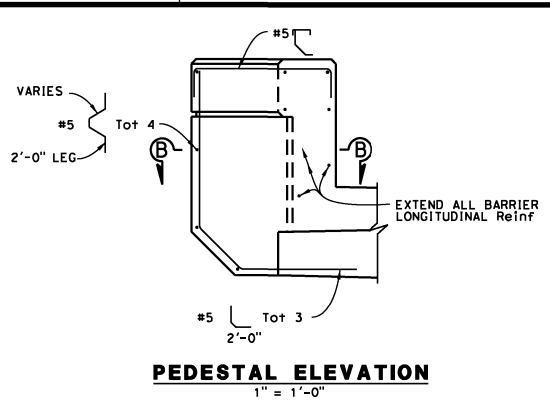
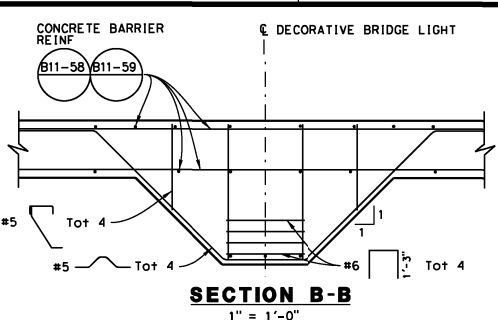
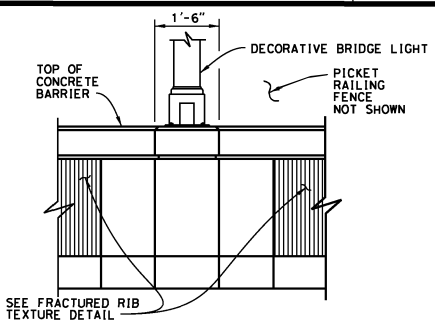
EXHIBIT C-4

NO SCALE
SHEET 4 OF 7

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	19.1	5	7

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv	60	18.8/19.6		358

REGISTERED CIVIL ENGINEER DATE 07/24/20
 PROFESSIONAL SEAL: BRUNO H. LUX, No. CB3083, State of California, CIVIL
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552
PARSONS
 2201 DUPONT DRIVE, SUITE 200
 IRVINE, CA 92612



NOTE: The Contractor must verify all controlling field dimensions before ordering or fabricating any material.

DESIGN OVERSIGHT	DESIGN BY: B. LUX	CHECKED BY: K. BOWES	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	BRIDGE No. 56-0845	MORENO BEACH DRIVE OC (REPLACE)
SIGN OFF DATE	DETAILS BY: S. WEIGHT	CHECKED BY: K. BOWES	PROJECT ENGINEER: Kevin Michalski	POST MILE 19.2	ARCHITECTURAL DETAILS NO. 2
DESIGN DETAIL SHEET (LENGTHY REVISION 4/19/2018)	DATE PLOTTED => MOATE	TIME PLOTTED => #TIME	ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0	UNIT: 2232	DISREGARD PRINTS BEARING EARLIER REVISION DATES
	FILE => MREQUEST	USERNAME => MUSER		PROJECT NUMBER & PHASE: 08120000591	CONTRACT No.: 08-323034
					REVISION DATES
					35
					40

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

ALL DETAILS TO BE MAINTAINED BY CITY

EXHIBIT C-5

NO SCALE
 SHEET 5 OF 7

Packet Pg. 126

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	19.1	6	7

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv	60	18.8/19.6	286	358

Greta Aiken
REGISTERED CIVIL ENGINEER
DATE 07/22/20

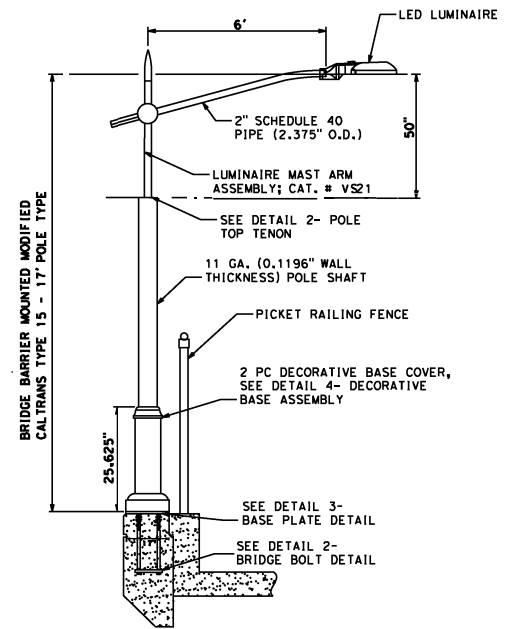
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PARSONS
525 B STREET, SUITE 1600
SAN DIEGO, CA 92101

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92552

- NOTES:**
- CONDUCTORS SHALL BE 2#10 WIRES WITHIN THE POLE BETWEEN THE SPLICE POINT AND THE FIXTURE.
 - INSTALL FUSED SPLICE CONNECTORS IN ADJACENT NO. 9 PULL BOX.
 - VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.



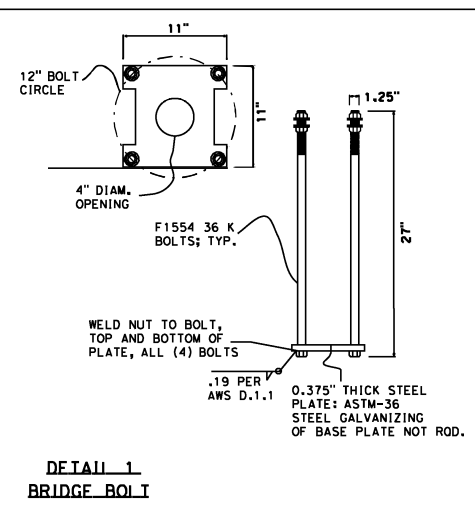
DETAIL A

NOTE: DECORATIVE BRIDGE LIGHTING STANDARD AND LUMINAIRE WILL BE CITY-FURNISHED MATERIAL.

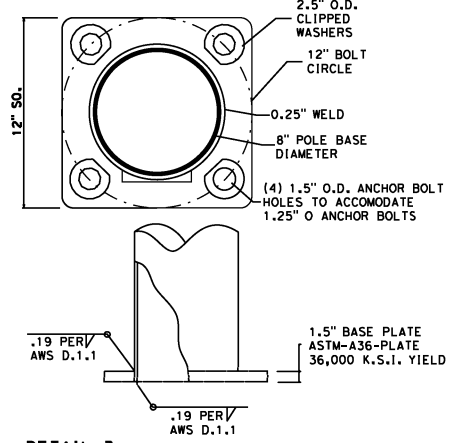
DESIGN CRITERIA:
CAL TRANS 2018 STANDARD SPECIFICATIONS

- * ALL ALUMINUM COMPONENTS ASTM-1356 CAST ALUMINUM INGOT
- * TAPERED POLE SHAFT ASTM-A595 GRADE A; MINIMUM 50 K.S.I. YIELD
- * BASE PLATE AND POLE TOP TENON ASTM-A36; MINIMUM 36 K.S.I. YIELD
- * ALL WELDS IN ACCORDANCE WITH AWS WELDING CODE BY CURRENTLY APPROVED, AUDITED WELDER
- * ALL MATERIAL FINISH PAINTED SEMI-GLOSS BLACK PER CITY STANDARDS
- * ALL MATERIAL FINISH PAINTED OVER GALVANIZED UNLESS NOTED

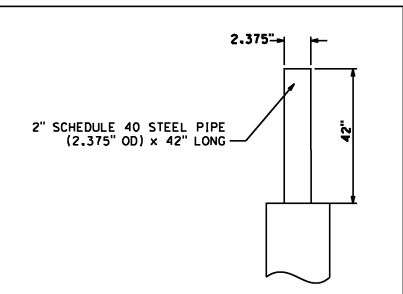
MATERIAL /FINISH SPECIFICATIONS



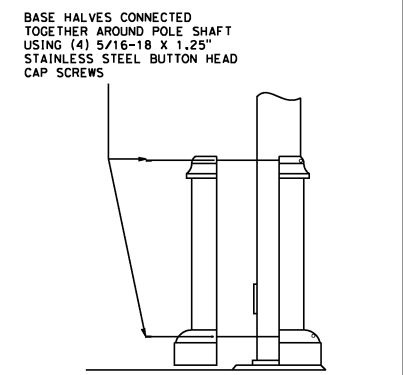
**DETAIL 1
BRIDGE BOLT**



**DETAIL 3
BASE PLATE**



**DETAIL 2
POLE TOP TENON**



**DETAIL 4
DECORATIVE BASE ASSEMBLY**

DECORATIVE BRIDGE LIGHTING (CITY)

ELECTRICAL SYSTEM DETAILS

NO SCALE

ED-2

BORDER LAST REVISED 7/2/2010	USERNAME => #USER DWG FILE => #REQUEST	RELATIVE BORDER SCALE IS IN INCHES	0 1 2 3	UNIT 2232	PROJECT NUMBER & PHASE	0812000091
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EXHIBIT C-6

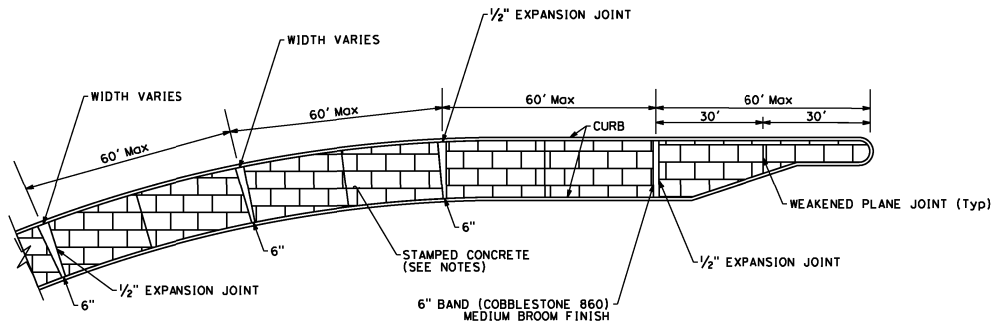
NO SCALE

SHEET 6 OF 7

ALL DETAILS TO BE MAINTAINED BY CITY

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

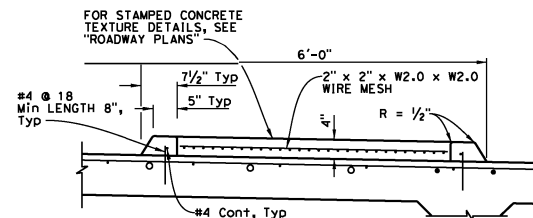
DIST	COUNTY	ROUTE	POST MILE	SHEET No.	SHEETS
08	Riv	60	19.1	7	7



MEDIAN HARDSCAPE

NOTES:

1. DECORATIVE HARDSCAPE SHALL BE BRICK PATTERN COLORED STAMPED CONCRETE, 4" THICK AND 24" WIDE (MAXIMUM).
2. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL A SAMPLE OF THE STAMPED CONCRETE A MINIMUM OF 4 SQUARE FEET BY 4" THICK, OR SHALL INDICATE TWO LOCATIONS WITHIN A 10 MILE LIMIT FROM THE CITY WHERE THEIR PREVIOUS WORK CAN BE OBSERVED.
3. AIR-ENTRAINING AGENT CONFORMING TO ASTM C260 AND/OR A NORMAL SET OR RETARDED SET WATER REDUCING ADMIXTURE CONFORMING WITH ASTM C494 MAY BE USED. CALCIUM CHLORIDE WILL NOT BE ALLOWED.
4. THE SLUMP SHALL NOT EXCEED 4".
5. THE COLORING MIXTURE FOR THE STAMPED CONCRETE SHALL BE INTEGRALLY MIXED AND SHALL BE "COBBLESTONE" No. 860, BY DAVIS COLORS, OR APPROVED EQUAL, MATCHING THE CITY ENGINEER'S SELECTED AND APPROVED SAMPLE PATTERN. A TRANSLUCENT CURING COMPOUND SHALL BE APPLIED UNIFORMLY TO THE CONCRETE IMMEDIATELY AFTER FINISHING.
6. THE CONTRACTOR SHALL DELIVER TO THE CITY ENGINEER TWO LABELS FROM THE PACKAGES CONTAINING THE SPECIFIC COLORING AGENT USED IN THE COURSE OF THE SPECIFIED WORK.
7. THE CONTRACTOR SHALL USE PRECISION STAMPED CONCRETE TOOL #507 OR APPROVED EQUAL.



**RAISED MEDIAN DETAIL
(ON BRIDGE)**

RAISED MEDIAN (STAMPED CONCRETE) DETAILS

NO SCALE

ALL DETAILS TO BE MAINTAINED BY CITY

EXHIBIT C-7

NO SCALE
SHEET 7 OF 7

Attachment: State Route 60 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION

**FREEWAY MAINTENANCE AGREEMENT WITH
CITY OF MORENO VALLEY**

THIS AGREEMENT is made and entered into in duplicate, effective this 14th day of April, 2014, by and between the State of California, acting by and through its Department of Transportation, herein after referred to as "STATE and the City of Moreno Valley, hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, on October 25, 1988 a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of State Highway Route 60 within the jurisdictional limits of the CITY of Moreno Valley as a freeway; and
- B. Whereas, on February 23, 1993 a Revision No. 1 Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of the State Highway Route 60 within the jurisdictional limits of the CITY of Moreno Valley as a freeway; and
- C. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local CITY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- D. WHEREAS, pursuant to Section 1 of the above Freeway Agreement and Revision No. 1, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

1. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
2. STATE agrees to continue control and maintenance of those portions adopted as a part of SR 60 Freeway proper as shown Exhibit A.
3. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part here of by an amendment to

this Agreement when executed by all PARTIES, which will thereafter supersede the attached original Exhibit A and become part of this Agreement.

4. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
5. CITY must obtain the necessary Encroachment Permits from STATE's District 8 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

6. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 6.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 60 below the deck surface except as hereinafter provided.
- 6.2. CITY will maintain, at CITY expense, the deck and/or surfacing and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
- 6.3. At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.

7. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

- 7.1. STATE will maintain the structure proper of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing will be maintained by CITY.
- 7.2. CITY will request STATE's District Transportation Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the under roadway surface and the Structure that results from modifications to the under roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's District Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's District Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

8. SOUNDWALLS

- 8.1. The STATE will maintain the structure from a structural standpoint. Responsibility for debris removal, cleaning and painting to keep CITY's side of any sound wall structure free of debris, dirt and graffiti shall not lie with STATE.

9. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

- 9.1. Unless addressed by a separate Agreement, responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with CITY and not with STATE.

10. INTERCHANGE OPERATION

- 10.1. It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

11. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

- 11.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of SR 60 Freeway and CITY streets and roads and at ramp connections or SR60 and CITY facilities shall be shared by the PARTIES under a separate "Shared Cost Electrical Agreement."

- 11.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

12. BICYCLE PATHS

- 12.1. Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guardrailings, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that nonmotorized facility.

13. LEGAL RELATIONS AND RESPONSIBILITIES:

- 13.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

13.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

13.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

14. INSURANCE

14.1. CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

15. EFFECTIVE DATE

15.1. This Agreement shall be effective upon the date appearing on its face, and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of CITY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which CITY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF MORENO VALLEY

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY *Michelle Courson*
City Manager

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

BY *Stephen R Pusey*
Deputy District Director
Maintenance and Operations

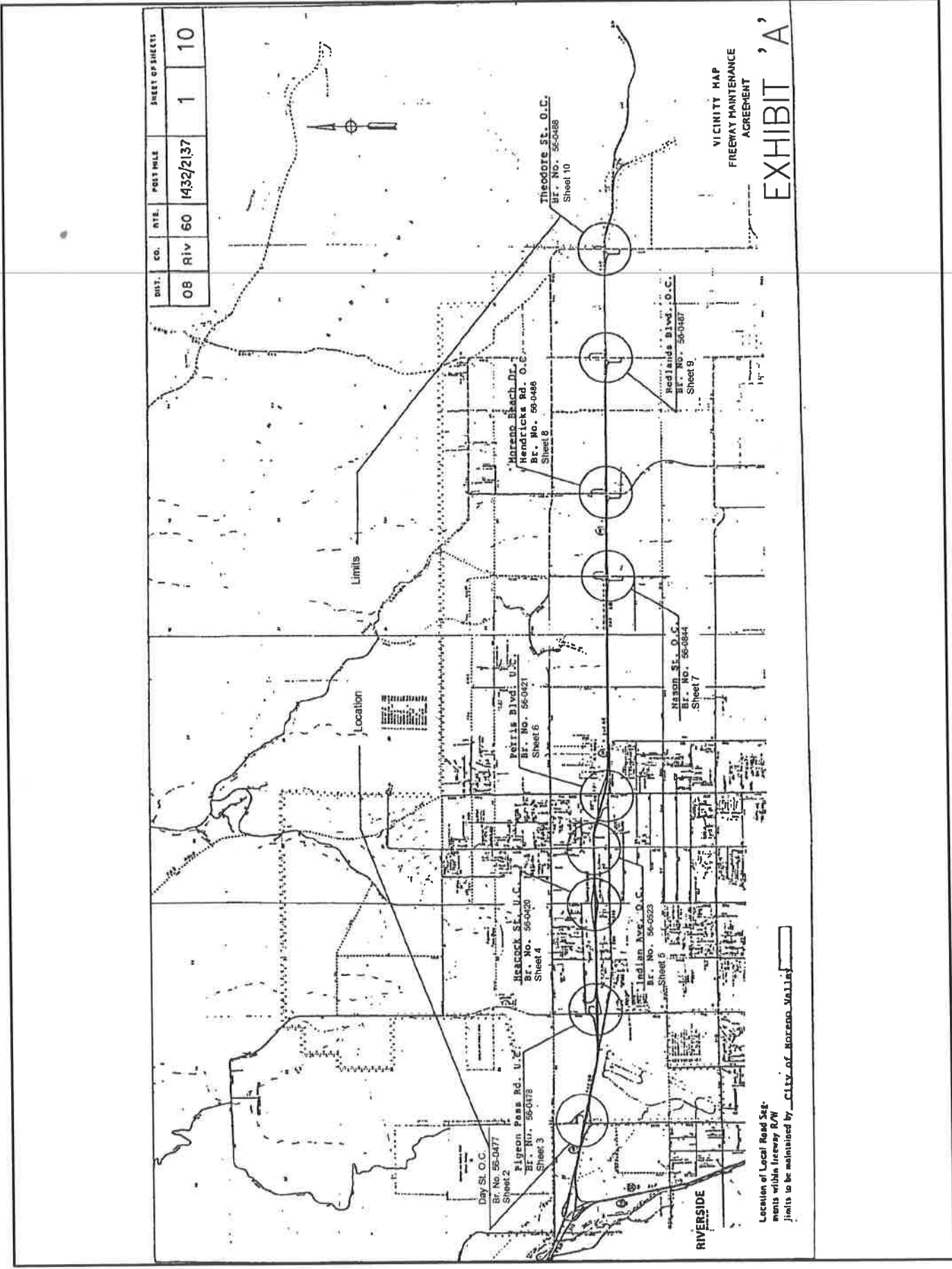
APPROVED AS TO FORM:

APPROVED AS TO FORM AND PROCEDURE

BY *Suzanne Bryant*
City Attorney


BY *Denise Gomez*
Attorney
Department of Transportation


Attachment: 2014 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE 60




Attachment: 2014 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE 60

DIST.	CO.	RTE.	POST MILES	SHEET OF SHEETS	
08	RIV.	60	13.3	2	10

LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF MORENO VALLEY 

LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF RIVERSIDE 

LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CALTRANS 

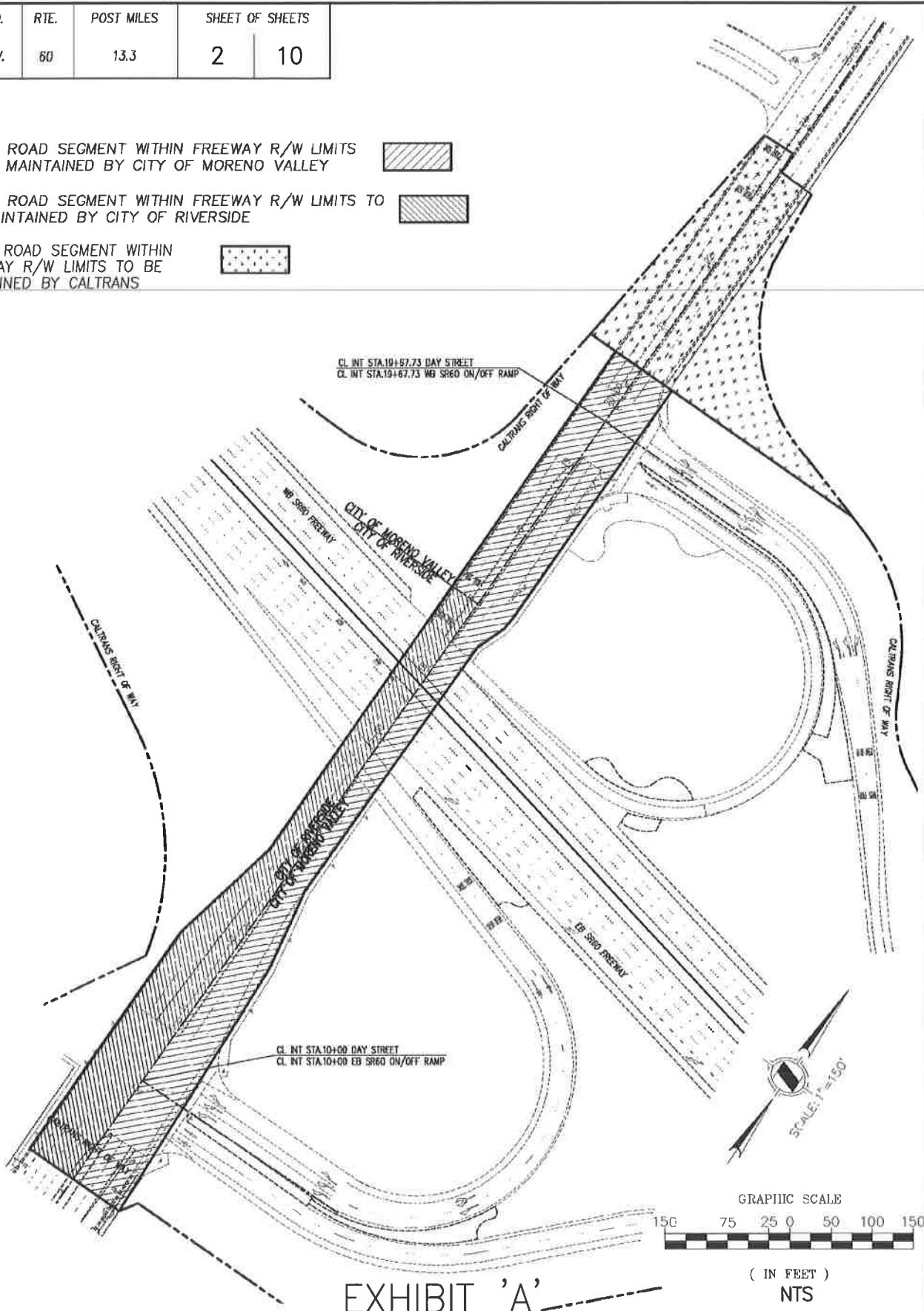
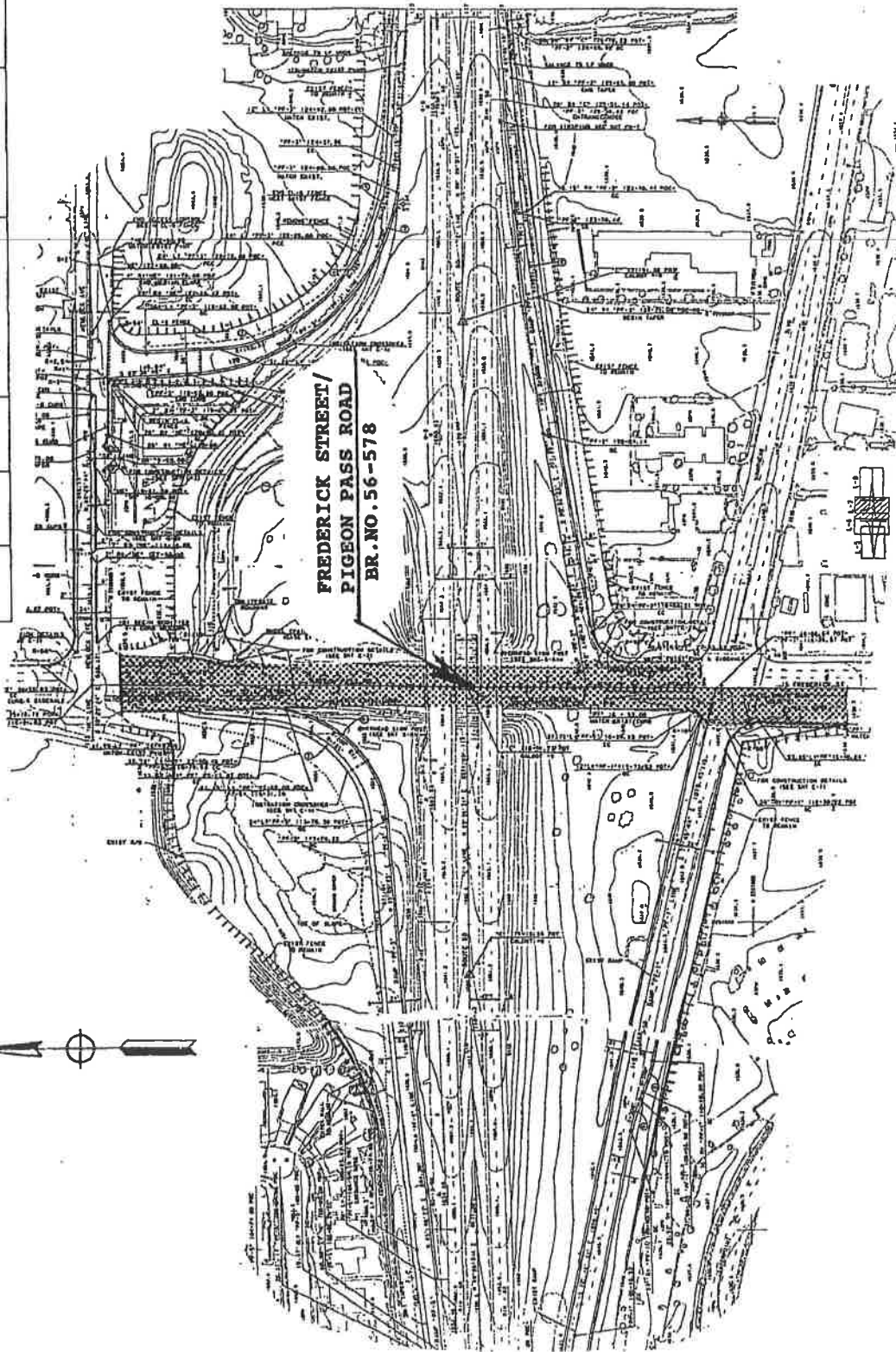


EXHIBIT 'A'

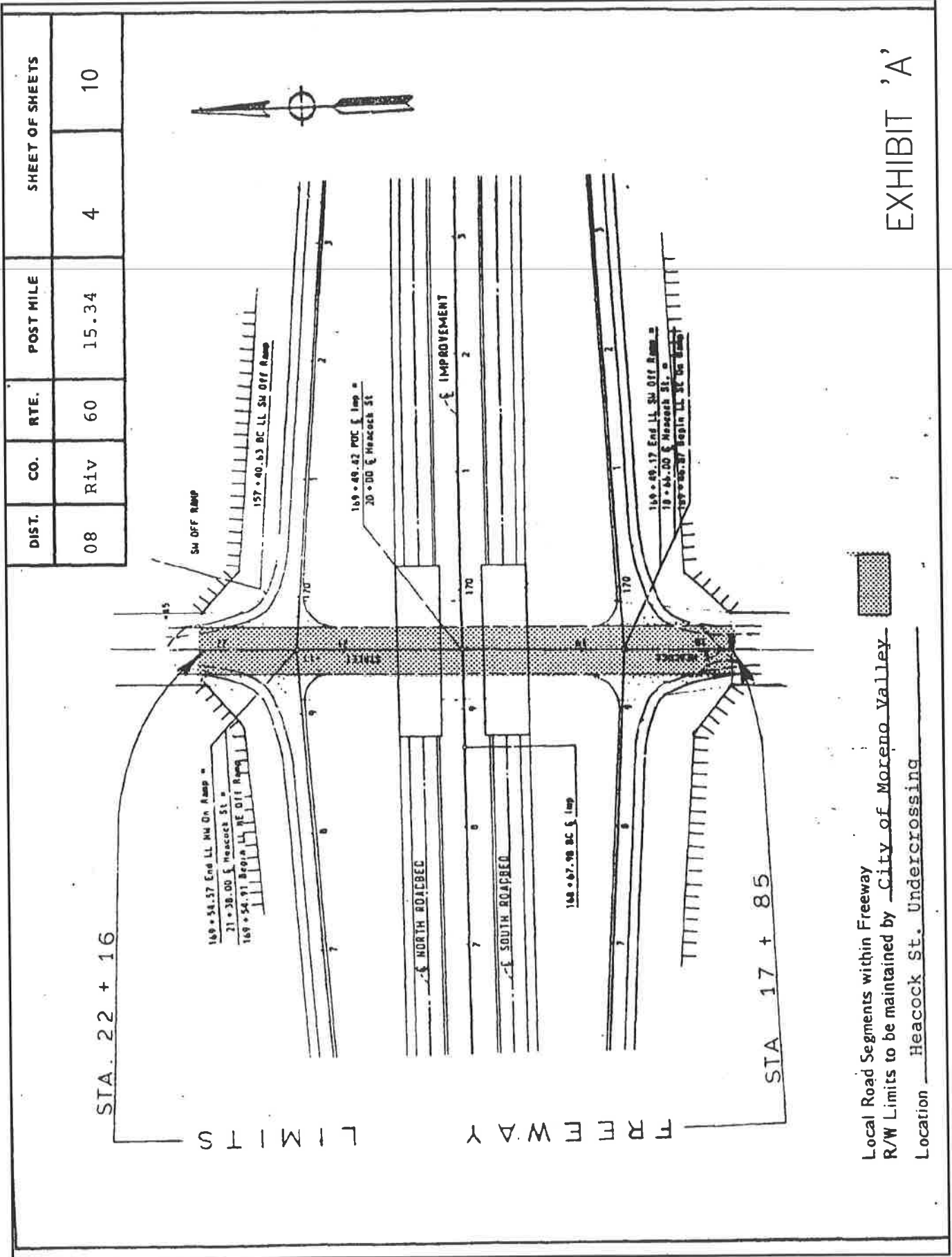
Attachment: 2014 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE 60

DIST	CO	RTE	POST MILE	SHEET OF SHEETS
08	RIV	60	14.32	3
				10



Local Road Segments within Freeway
 R/W Limits to be maintained by CITY OF MORENO VALLEY
 Location FREDERICK STREET / PIGEON PASS ROAD

EXHIBIT 'A'

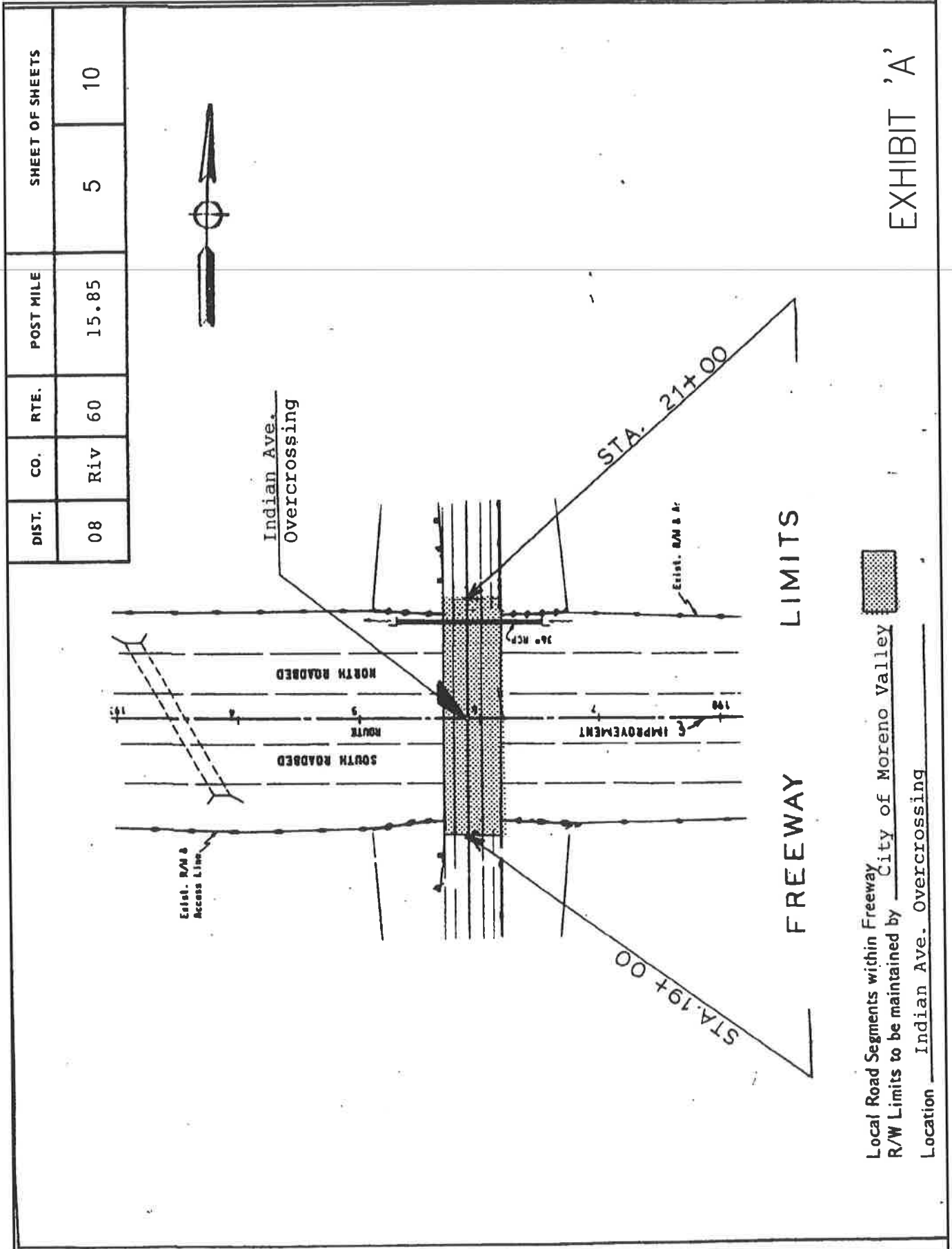


DIST.	CO.	RTE.	POST MILE	SHEET OF SHEETS
08	RIV	60	15.34	4
				10

Local Road Segments within Freeway
 R/W Limits to be maintained by City of Moreno Valley
 Location Heacock St. Undercrossing

EXHIBIT 'A'

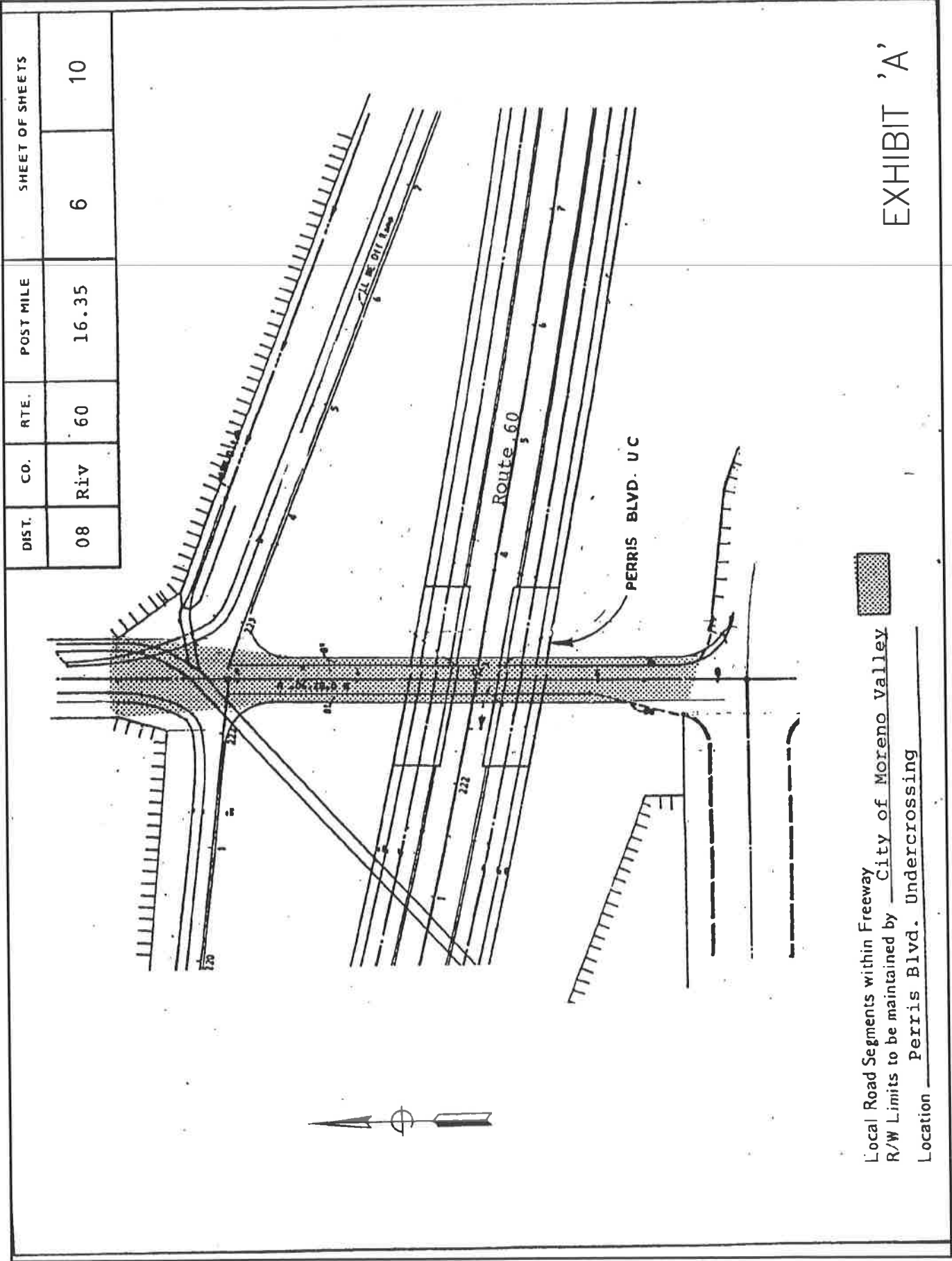
Attachment: 2014 Freeway Maintenance Agreement (4162 : ADOPT RESOLUTION AUTHORIZING EXECUTION OF THE STATE ROUTE 60



DIST.		CO.	RTE.	POST MILE	SHEET OF SHEETS	
08	Riv	60	15.85	5	10	

EXHIBIT 'A'

Local Road Segments within Freeway R/W Limits to be maintained by City of Moreno Valley
 Location Indian Ave. Overcrossing



Local Road Segments within Freeway
 R/W Limits to be maintained by City of Moreno Valley
 Location Perris Blvd. Undercrossing

EXHIBIT 'A'

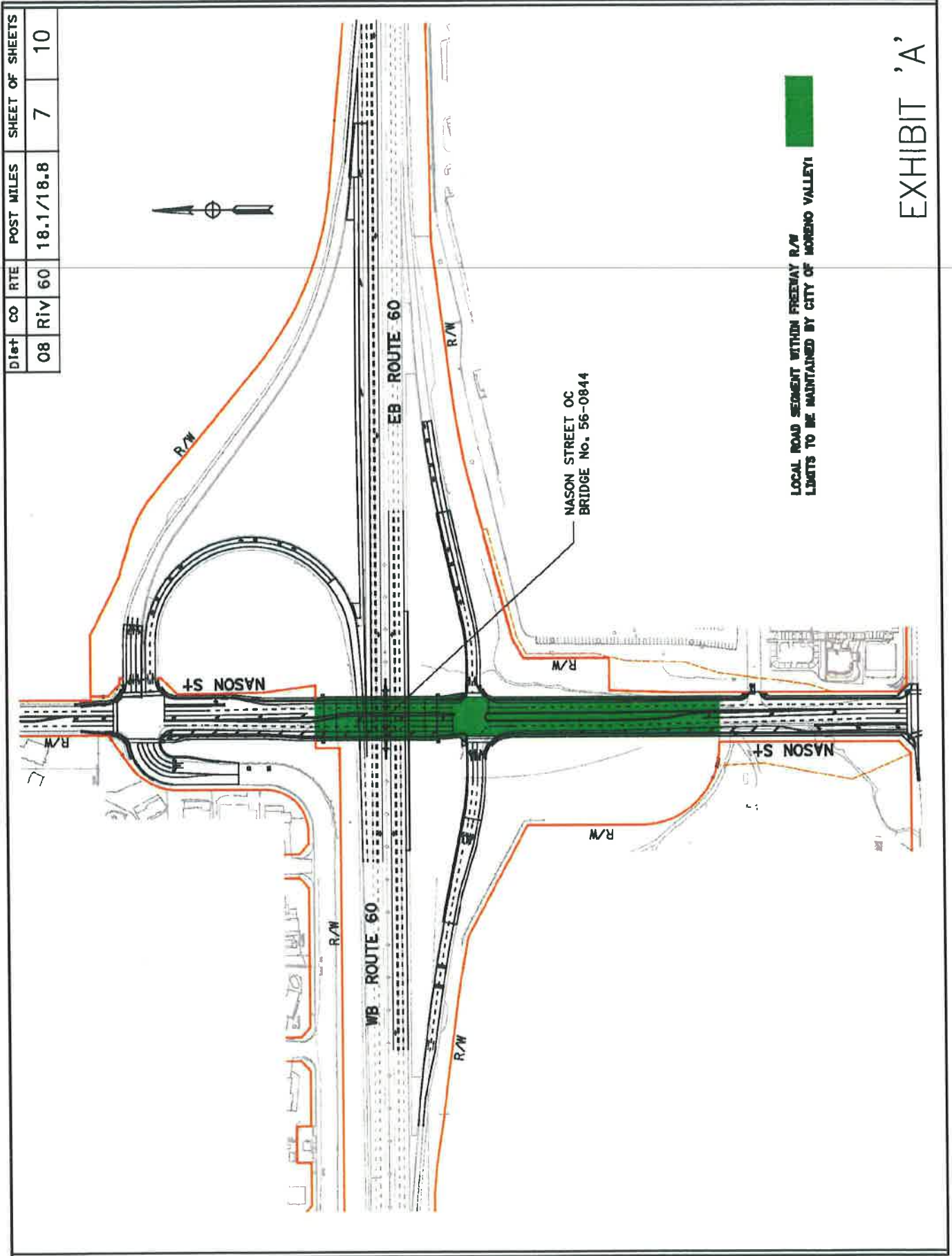
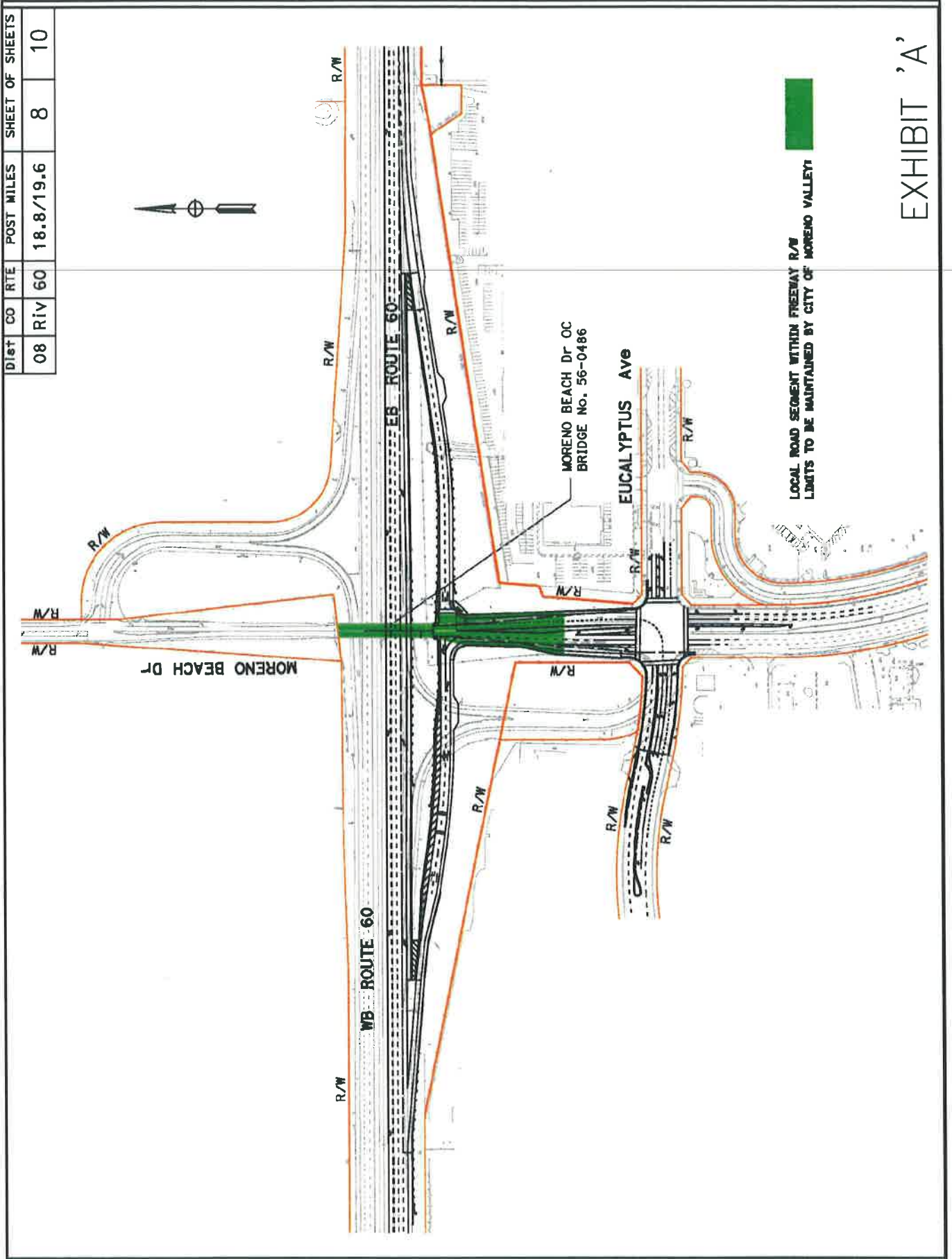
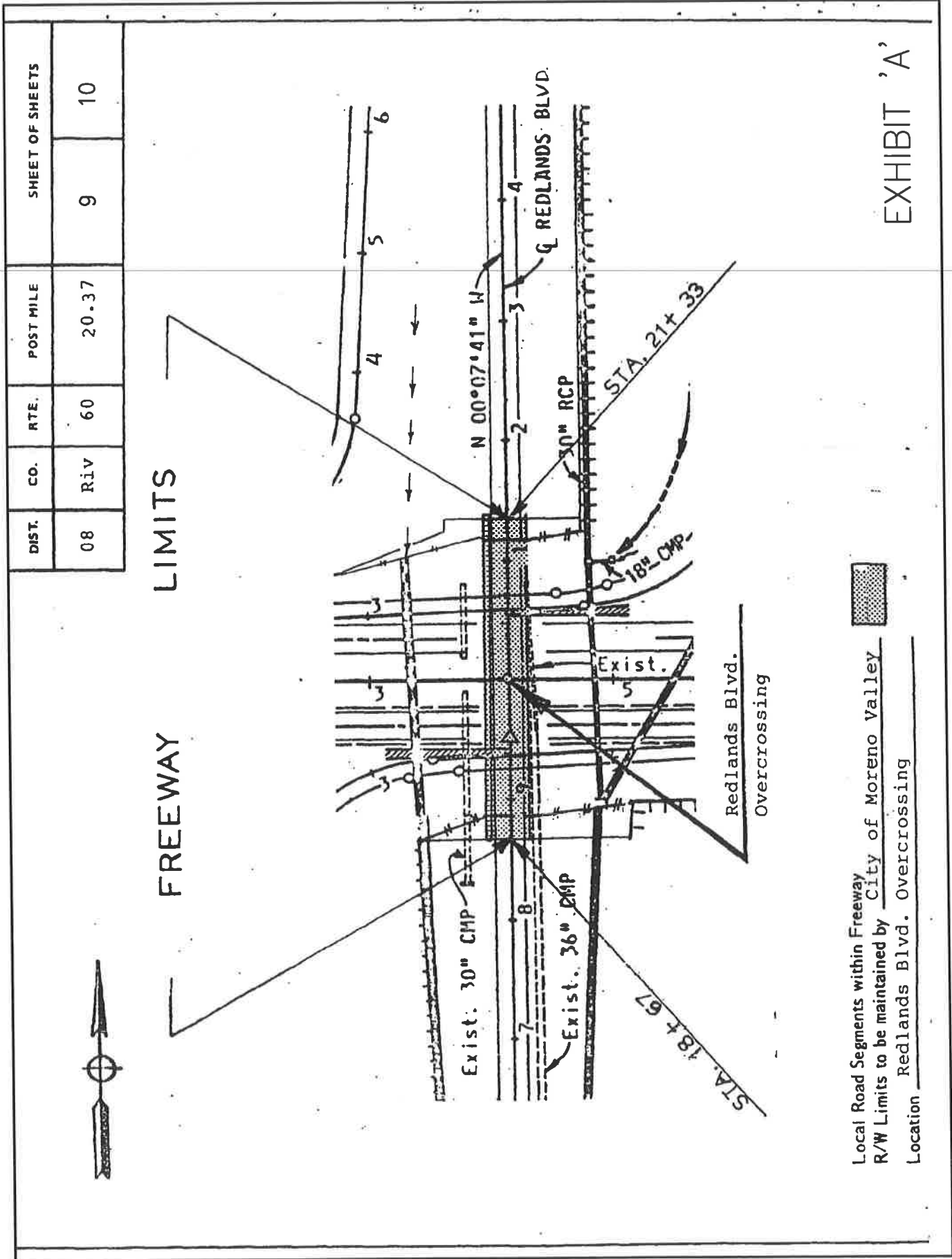


EXHIBIT 'A'



Dist	CO	RT#	POST MILES	SHEET OF SHEETS
08	Riv	60	18.8/19.6	8
				10

EXHIBIT 'A'

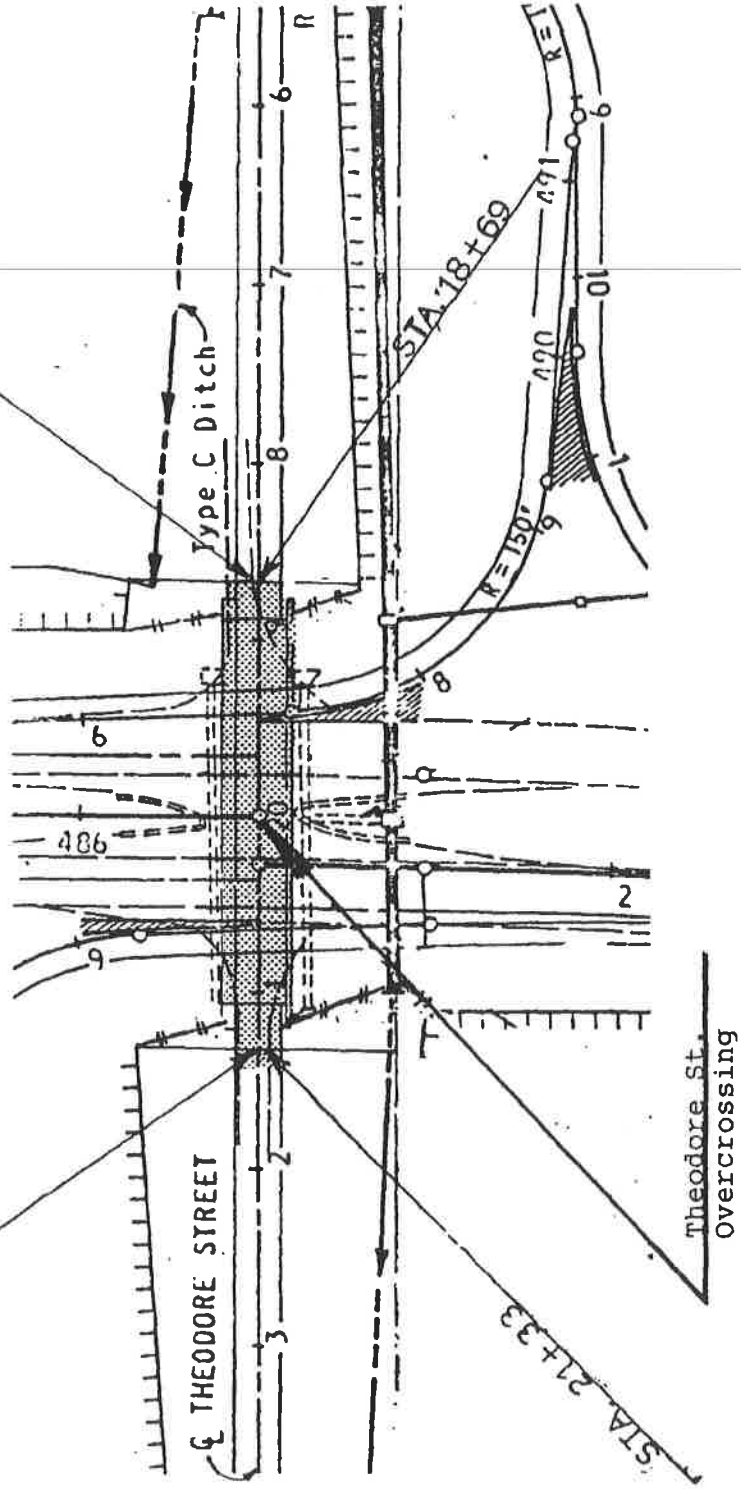


DIST.	CO.	RTE.	POST MILE	SHEET OF SHEETS	
08	Riv	60	21.37	10	10



FREEWAY

LIMITS



Local Road Segments within Freeway
 R/W Limits to be maintained by City of Moreno Valley
 Location Theodore St. Overcrossing

EXHIBIT 'A'



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 6, 2020

TITLE: APPROVE A COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE MORENO MASTER DRAINAGE PLAN STORM DRAIN LINES F-18 AND F-19, PROJECT 804 0017

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District ("District"), in substantially the form attached hereto, for the Moreno Master Drainage Plan (MDP) Lines F-18 and F-19 project and authorize the City Manager to execute the agreement, subject to the approval by the City Attorney;
2. Authorize the Public Works Director/City Engineer to approve any minor changes and amendments to the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District that may be requested by either party subject to the approval of the City Attorney; and
3. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report, identifying reimbursement funds to be received from the District.

SUMMARY

This report recommends approval of the Cooperative Agreement with the District to allow for utilization of the Moreno Area Drainage Plan (ADP) fees, which are collected and administrated by the District, to fund the design and construction of the project to mitigate flooding for the neighborhood east of Redlands Boulevard and south of Alessandro Boulevard. The Cooperative Agreement sets forth the City's responsibilities and the District's responsibilities, both in terms of scope and financial responsibility.

DISCUSSION

The Districts' Moreno Master Plan of Drainage (MDP) identifies the ultimate build out of the water conveyance infrastructure needed in the City, roughly east of Lasselle Street and Nason Street. As a project approved for funding by the District, it proposes to install two storm drain laterals in and around Alessandro Boulevard and Brodiaea Avenue, between Redlands Boulevard and Merwin Street, to collect stormwater for the area bounded by these streets. These proposed laterals are to be connected to the existing District's facility Line F-2 that runs north/south along the west side of Redlands Boulevard. The final locations of the storm drain lines will depend on the results from the drainage study and the final design. Line F-19 may be installed in either Brodiaea Avenue or Campbell Avenue, one street north of Brodiaea Avenue, whichever could provide the most effective stormwater conveying system to mitigate flooding for the neighborhood.

Staff recommends the approval of this Cooperative Agreement with the District which will fully fund the design and construction phases of the project in the amount not to exceed \$2,000,000. In addition, the Cooperative Agreement also sets forth the responsibilities of each party in terms of the project's implementation and maintenance once it is completed.

Approval of the recommended actions included in this report 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 allow the Moreno MDP Lines F-18 and F-19 project to move forward with the completion of the design and construction phases to resolve the flooding issue for the subject neighborhood.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will prevent the Moreno MDP Lines F-18 and F-19 project from moving forward and will not mitigate the flooding issue for the subject neighborhood.*

FISCAL IMPACT

With the approval of the Cooperative Agreement, the District will fully fund the project for design and construction phases of the project in the amount not to exceed \$2,000,000. There is no impact to the General Fund.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
CIP	PW General Capital Projects	3002-99-99-93002-500600 804 0017-3002-98	REV	\$0	\$2,000,000	\$2,000,000
CIP	PW General Capital Projects	3002-70-77-80004-720199 804 0017-3002-99	EXP	\$0	\$2,000,000	\$2,000,000

PROJECT BUDGET:

Measure A
 (Account 2001-70-77-80004-720199) (Project No. 804 0017-2001-99).....\$228,806
 Public Works General Capital Projects
 (Account 3002-70-77-80004-720199) (Project No. 804 0017-3002-99).....\$2,000,000
 Total \$2,228,806

ESTIMATED CITY PROJECT COSTS:

Environmental/Permitting/Right of Way \$130,000
 Professional Consultant Design Services \$190,000
 Construction \$1,410,000
 Construction Materials Testing and Surveying \$120,000
 Project Administration/Inspection* \$150,000
 Total \$2,000,000

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

NOTIFICATION

Public notification and community outreach will continue throughout the completion of this project.

PREPARATION OF STAFF REPORT

Prepared By:
 Quang Nguyen, P.E.
 Senior Engineer, P.E.

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

Concurred By:
 Henry Ngo, P.E.
 Capital Projects Division Manager

Concurred By:
 Michael Lloyd
 Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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. Cooperative Agreement - Moreno MDP Line F-18 and F-19

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/29/20 7:30 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/29/20 9:53 AM

COOPERATIVE AGREEMENT
 Moreno MDP Line F-18, Stage 1
 Moreno MDP Line F-19, Stage 1
 Project Nos. 4-0-00403 and 4-0-00787
 (Miscellaneous No. 144)

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

RECITALS

A. DISTRICT has budgeted for and CITY has planned to design and construct the Moreno MDP – Line F-18, Stage 1 and Moreno MDP – Line F-19, Stage 1 facilities. Upon construction completion, will provide necessary flood control and drainage improvements for the immediate adjacent areas located in the City of Moreno Valley; and

B. Moreno MDP Line F-18, Stage 1 ("LINE F-18 STAGE 1") as identified in DISTRICT's Moreno MDP and shown on DISTRICT's Drawing No. 4-1156, consists of approximately 1,150 lineal feet of underground storm drain system to be constructed mostly within Alessandro Boulevard between Redlands Boulevard and Merwin Street; and

C. Moreno MDP Line F-19, Stage 1 ("LINE F-19 STAGE 1") as identified in DISTRICT's Moreno MDP and shown on DISTRICT's Drawing No. 4-1156, consists of approximately 600 lineal feet of underground storm drain system and may be constructed within Brodiaea Avenue, (or Campbell Avenue or Maltby Avenue as determined in the final design), between Redlands Boulevard and Merwin Street; and

D. Together, LINE F-18 STAGE 1 is called "DISTRICT DRAINAGE FACILITY" as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

E. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of certain lateral storm drains that are thirty-six inches (36") or less in diameter, various catch basins, inlets and connector pipes located within CITY rights of way ("APPURTENANCES"). DISTRICT DRAINAGE FACILITY, LINE F-19 STAGE 1 and APPURTENANCES are hereinafter altogether called "PROJECT"; and

F. All parties recognize and acknowledge that the location and storm drain size of LINE F-19 STAGE 1 will be determined by CITY. If LINE F-19 STAGE 1, is determined to be thirty-six inches (36") or greater in diameter, DISTRICT will accept ownership, operation and maintenance of LINE F-19 STAGE 1 facility. If LINE F-19 STAGE 1, is determined to be thirty-six inches (36") or less in diameter, CITY will accept ownership, operation and maintenance of LINE F-19 STAGE 1 facility; and

G. CITY desires that DISTRICT contribute funding for portions of the cost to prepare CEQA documents and regulatory permits and for the design and construction of PROJECT; and

H. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution towards PROJECT's design and construction costs and portions of the cost to prepare CEQA documents and regulatory permits as set forth herein; and

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

(i) One hundred percent (100%) of DISTRICT approved CITY's costs associated with mapping, surveying, engineering, and other typical ancillary costs related to the

preparation of the necessary plans and specifications to construct PROJECT ("DESIGN CONTRIBUTION"). In the event that CITY chooses to hire an engineering consulting firm to prepare the necessary plans and specifications to construct PROJECT, DISTRICT is also willing to contribute an additional twenty percent (20%) of the DESIGN CONTRIBUTION to offset CITY's administrative costs associated with contract administration ("DESIGN ADMINISTRATION CONTRIBUTION"). Together, DESIGN CONTRIBUTION and DESIGN ADMINISTRATION CONTRIBUTION are hereinafter called "TOTAL DESIGN CONTRIBUTION";

(ii) An amount not to exceed twenty thousand dollars (\$20,000) to cover CITY's cost associated with the preparation, application and obtaining the CEQA documents and regulatory permits required for PROJECT, hereinafter called "ENVIRONMENTAL PERMITS COST";

(iii) One hundred percent (100%) of the lowest responsible bid contract price including the actual administrative cost associated with administering the construction contract, including construction surveys, materials testing, construction inspection and any typical ancillary costs related to the delivery of PROJECT ("CONSTRUCTION CONTRIBUTION"), plus an additional ten percent (10%) of the lowest responsible bid price to offset CITY's administrative costs associated with construction contract administration and other typical ancillary costs related to the delivery of a flood control facility ("CONTRACT ADMINISTRATION CONTRIBUTION"), plus an additional ten percent (10%) for construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"). Together, CONSTRUCTION CONTRIBUTION, CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "TOTAL CONSTRUCTION CONTRIBUTION"; and

J. Altogether, TOTAL DESIGN CONTRIBUTION, ENVIRONMENTAL PERMITS COST and TOTAL CONSTRUCTION CONTRIBUTION are hereinafter called "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of Two Million Dollars (\$2,000,000); and

K. It is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

L. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to funding, design, construction, inspection, ownership, operation and maintenance of PROJECT.

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

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Endeavor to award a public works construction contract for PROJECT and begin construction within twenty-four (24) months of execution of this Agreement.

3. Provide DISTRICT an opportunity to review and approve PROJECT engineering design cost proposal and associated design schedule. As PROJECT design progresses, CITY shall update said design schedule as requested by DISTRICT.

4. Prepare or cause to be prepared, the necessary plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable

DISTRICT and CITY standards, and submit to DISTRICT for its review and approval prior to advertising PROJECT for construction bids.

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

6. Keep an accurate accounting of all design costs associated with the preparation of plans and specifications for PROJECT, in conformance with the DISTRICT approved CITY's engineering design cost proposal and schedule as set forth in Section I.3, and include this accounting when invoicing DISTRICT for final payment of DESIGN CONTRIBUTION and, if applicable, DESIGN ADMINISTRATION CONTRIBUTION, as set forth in Section I.9.

7. Invoice DISTRICT (Attention: Special Projects) for fifty percent (50%) of DESIGN CONTRIBUTION upon execution of this Agreement or upon DISTRICT's approval of CITY's engineering design cost proposal and schedule as set forth in Section I.3, whichever is later.

8. Prior to commencing PROJECT design, provide DISTRICT an opportunity to review and approve the geotechnical report.

9. Invoice DISTRICT (Attention: Special Projects) for remainder of DESIGN CONTRIBUTION and if applicable, DESIGN ADMINISTRATION CONTRIBUTION, following signing of IMPROVEMENT PLANS by all parties.

10. Obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be needed to construct, operate and maintain PROJECT.

11. Invoice DISTRICT for ENVIRONMENTAL PERMITS COST, provided the total amount does not exceed Twenty Thousand Dollars (\$20,000).

12. Prior to advertising PROJECT for public works construction contract, provide DISTRICT an opportunity to review and make a determination on all REGULATORY PERMITS and rights of way documents. DISTRICT approval of IMPROVEMENT PLANS may be withheld when, in the sole judgment of DISTRICT's General Manager – Chief Engineer, the REGULATORY PERMITS or rights of way documents constrains, inhibits or impairs DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITY and if applicable, LINE F-19 STAGE 1 facility.

13. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be unreasonably high.

14. Advertise, award and administer a public works construction contract for PROJECT.

15. Provide DISTRICT with written notice (Attention: Construction Management Section) that CITY has awarded a public works construction contract for PROJECT.

The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth herein the lowest responsible bid contract amount.

16. Prior to commencing PROJECT construction, furnish DISTRICT with final mylar PROJECT plans and assign ownership of PROJECT plans to DISTRICT.

17. Invoice DISTRICT (Attention: Special Projects) for the payment of CONSTRUCTION CONTRIBUTION at the time of providing written notice of the award of a construction contract as set forth in Section I.15.

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

19. Furnish DISTRICT, at the time of providing written notice of intent to start construction as set forth in Section I.18, with a construction schedule which shall show the order and dates in which CITY or CITY's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

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

21. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager, and pay all costs associated therewith. In the event CITY wishes to utilize DISTRICT's construction inspection, materials testing and construction survey services, CITY shall provide DISTRICT with a written request (Attn: Special Projects) for such services. However, CITY will continue to serve as construction contract manager.

22. Furnish, or cause its construction manager to furnish, all construction survey and materials testing services necessary to ensure PROJECT construction is accomplished in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

23. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of PROJECT.

24. Order the relocation of all other utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility company's expense.

25. Not permit any change to, or modification of, DISTRICT and CITY approved IMPROVEMENT PLANS that would result in a change of functionality or maintainability of PROJECT without DISTRICT's prior written permission and consent. Failure to do so shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to CITY that DISTRICT is unable to: a) perform its obligations hereunder, and b) to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility due, either in whole or in part, to said breach of this Agreement.

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

DISTRICT's required insurance provided in EXHIBIT "B", attached hereto and made a part hereof.

27. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

28. Require its construction contractor(s) to furnish DISTRICT (Attention: Construction Management Section) with a confined space procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District confined Space Procedures, SOM-18. The procedure shall be provided to DISTRICT no less than twenty (20) days prior to requesting that DISTRICT perform a final inspection for acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT prior to conducting the final inspection.

29. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility and CITY continues to accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES, and if applicable LINE F-19 STAGE 1 facility as set forth herein.

30. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Construction Management Section) that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility.

31. Upon completion of PROJECT construction and settlement of any outstanding claims, provide DISTRICT with a copy of CITY's recorded Notice of Completion.

32. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility for ownership, operation and maintenance, provide or cause its construction manager to provide DISTRICT with appropriate engineering documentation necessary to establish that DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility was/were constructed in accordance with the DISTRICT and CITY approved IMPROVEMENT PLANS.

33. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with redlined "record drawings" of PROJECT plans. After DISTRICT approval of the redlined "record drawings", CITY's engineer shall schedule with DISTRICT a time to transfer the redlined changes into DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign mylars "record drawings".

34. Keep an accurate accounting of all PROJECT construction costs and include this final accounting when invoicing DISTRICT for CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION as set forth in Section I.36. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to CITY's costs associated with administering the construction contract, payment vouchers, DISTRICT approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction and its

associated CITY's contract administration cost for DISTRICT and CITY approved IMPROVEMENT PLANS.

35. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility for ownership, operation and maintenance, convey, or cause to be conveyed, to DISTRICT all rights of way and easements deemed necessary by DISTRICT for the operation and maintenance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility.

36. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility for ownership, operation and maintenance, invoice DISTRICT (Attention: Special Projects) for the remainder payment of TOTAL CONSTRUCTION CONTRIBUTION as follows: i) ten percent (10%) of the lowest responsible bid price for CONTRACT ADMINISTRATION CONTRIBUTION, and ii (10%) of the lowest responsible bid price for CONSTRUCTION CHANGE ORDERS CONTRIBUTION, as set forth herein, provided that DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of Two Million dollars (\$2,000,000).

37. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

38. Indemnify, defend and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless the Riverside County Flood Control and

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

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

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

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

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CITY or CITY's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review and approve CITY's PROJECT engineering design cost proposal and associated design schedule.
3. Review and approve CITY's geotechnical report prior to CITY commencing PROJECT design.
4. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice for DESIGN CONTRIBUTION as set forth in Section I.7.
5. Review and approve IMPROVEMENT PLANS prior to CITY's advertising PROJECT for construction bids.
6. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice, for remainder of DESIGN CONTRIBUTION and if applicable, DESIGN ADMINISTRATION CONTRIBUTION, as set forth in Sections I.6 and I.9.
7. Review and make a determination on, as appropriate, all necessary REGULATORY PERMITS and rights of way documents prior to CITY advertising PROJECT

for bids. DISTRICT may withhold approval of IMPROVEMENT PLANS when, in the sole judgment of DISTRICT's General Manager – Chief Engineer, the REGULATORY PERMITS or rights of way documents unreasonably constrains, inhibits or impairs DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility.

8. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice for ENVIRONMENTAL PERMITS COST as set forth in Section I.11, provided the total sum does not exceed Twenty Thousand Dollars (\$20,000).

9. Within seven (7) calendar days of receiving CITY's public works construction bid opening, review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be unreasonably high. DISTRICT shall not unreasonably withhold approval of contract.

10. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice for CONSTRUCTION CONTRIBUTION as set forth in Section I.17.

11. Within thirty (30) days of CITY awarding PROJECT construction contract, pay RCA, the costs associated with the mitigation fee per the 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"), which is either the lesser of (i) three percent (3%) of the lowest responsible bid price or (ii) three percent (3%) of lowest responsible bid price, less the value of the applicable project specific mitigation.

12. Conduct periodic inspections of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility construction for quality control purposes at its sole cost and provide any comments to CITY's designated PROJECT construction inspector.

13. In the event CITY wishes to utilize the DISTRICT's construction inspection, materials testing and construction survey services, and CITY provides DISTRICT with a written

request for such services, DISTRICT shall provide a timely response whether or not they have the resources to perform such services. If DISTRICT wishes to provide such services, DISTRICT shall provide all necessary construction inspection, materials testing and construction survey services for PROJECT and assist CITY as needed with the administration of PROJECT's construction contract. DISTRICT hereby agrees to pay all DISTRICT costs associated with the inspection of PROJECT construction, as set forth herein.

14. Upon receipt of CITY's written notice that PROJECT construction is substantially complete, conduct a final inspection of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility.

15. Accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility in accordance with Section I.30, (ii) DISTRICT acceptance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility as being complete, (iii) DISTRICT receipt of CITY's recorded Notice of Completion as set forth in Section I.31, (iv) DISTRICT receipt of appropriate engineering documentation as set forth in Section I.32, (v) DISTRICT receipt of stamped and signed "record drawing" of PROJECT plans as set forth in Section I.33, (vi) DISTRICT's acceptance of all necessary rights of way and/or easements as set forth in Section I.35, and (vii) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility is/are in a satisfactorily maintained condition.

16. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice, for remainder of TOTAL CONSTRUCTION CONTRIBUTION as set forth in Sections I.34 and

I.36, provided that DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of Two Million Dollars (\$2,000,000).

SECTION III

It is further mutually agreed:

1. DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of two million dollars (\$2,000,000) and shall be used by CITY solely for the purpose of designing and constructing PROJECT and ENVIRONMENTAL PERMITS COST as set forth herein.

2. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by CITY, or its construction manager, but shall not be deemed complete until DISTRICT and CITY mutually agree that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS. CITY shall not request DISTRICT to accept any portion of PROJECT for ownership, operation or maintenance until PROJECT construction is deemed fully complete and all necessary rights of way have been conveyed as set forth herein.

3. DISTRICT personnel may observe and inspect all work being done on PROJECT but shall provide any comments to CITY personnel, or its construction manager, who shall be solely responsible for all quality control communications with CITY's construction contractor(s).

4. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility, DISTRICT DRAINAGE FACILITY, and if applicable LINE F-19 STAGE 1 facility shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITY, and if applicable LINE

F-19 STAGE 1 facility are not in an acceptable condition, corrections will be made at sole expense of CITY.

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

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

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

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

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

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

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

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

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

12. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facility as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facility.

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

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

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous

agreements and understandings, oral and written, in connection therewith. This Agreement may be amended, changed or modified only upon the written consent of the parties hereto.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

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Attachment: Cooperative Agreement - Moreno MDP Line F-18 and F-19 (4165 : APPROVE A COOPERATIVE AGREEMENT WITH RIVERSIDE

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By _____
JASON E. UHLEY
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Moreno MDP Line F-18, Stage 1
Moreno MDP Line F-19, Stage 1
Project Nos. 4-0-00403 and 4-0-00787
(Miscellaneous No. 144)
09/10/2020
AMR:blm

Attachment: Cooperative Agreement - Moreno MDP Line F-18 and F-19 (4165 : APPROVE A COOPERATIVE AGREEMENT WITH RIVERSIDE

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By _____
MICHAEL L. WOLFE
Public Works Director/City Engineer

By _____
MIKE LEE
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
STEVE QUINTANILLA
Interim City Attorney

By _____
PAT JACQUEZ-NARES
City Clerk

(SEAL)

Moreno MDP Line F-18, Stage 1
Moreno MDP Line F-19, Stage 1
Project Nos. 4-0-00403 and 4-0-00787
(Miscellaneous No. 144)
09/10/2020
AMR:blm

Attachment: Cooperative Agreement - Moreno MDP Line F-18 and F-19 (4165 : APPROVE A COOPERATIVE AGREEMENT WITH RIVERSIDE

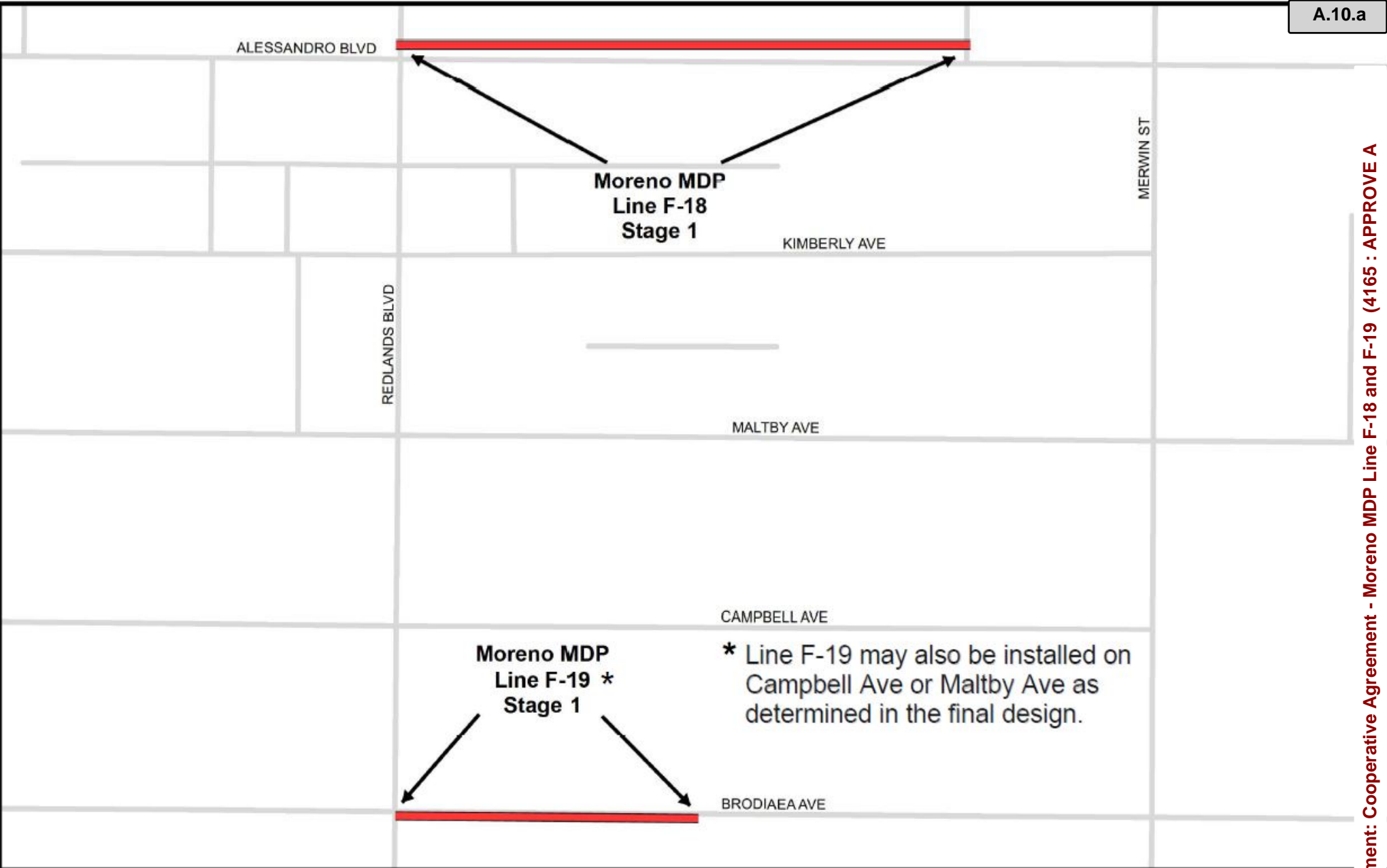


EXHIBIT A
Moreno MDP Line F-18, Stage 1
Moreno MDP Line F-19, Stage 1
MS 144
Project Nos.: 4-0-00403 and 4-0-00787



Attachment: Cooperative Agreement - Moreno MDP Line F-18 and F-19 (4165 : APPROVE A

EXHIBIT B

DISTRICT's Insurance Requirements are as follows:

CITY's construction contractor(s) shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

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

A. Workers' Compensation:

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

EXHIBIT B

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Pollution and Asbestos Liability:

EXHIBIT B

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

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

EXHIBIT B

coverage and/or higher limits maintained by CITY's construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, CITY's construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, CITY's construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CITY, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and CITY.

CITY's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

E. Professional Liability:

CITY's construction contractor(s) shall cause any architect or engineer retained by CITY's construction contractor(s) in connection with the performance of CITY's construction contractor(s) obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their

EXHIBIT B

work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If CITY's construction contractor(s) shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

F. General Insurance Provisions – All Lines:

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

EXHIBIT B

- b. The CITY's construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CITY's construction contractor(s) carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. CITY's construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the

EXHIBIT B

DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY's construction contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY's construction contractor(s) shall cause CITY's construction contractor(s) insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that CITY's construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

EXHIBIT B

- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY's construction contractor(s) has become inadequate.
- g. CITY's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. CITY's construction contractor(s) agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 6, 2020

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO INTERNATIONAL PAVING SERVICES, INC. FOR PARKING LOT REPAIR SERVICES AND ADA IMPROVEMENTS AT THE MORENO VALLEY MAIN LIBRARY- PROJECT NO 803 0039-2512-99

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to International Paving Services, Inc., 1199 Opal Ave, Mentone, CA 92359, for Moreno Valley Main Library Parking Lot Repair Services and ADA Improvements and authorize the City Manager to execute said contract in substantial conformance with the attached in the amount of \$81,866.00;
2. Authorize the issuance of a Purchase Order to International Paving Services, Inc. in the amount of \$94,145.90, which includes a 15% contingency; using Community Development Block Grant (CDBG) funding.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, but not exceeding, the total contingency of \$12,279.90, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with International Paving Services, Inc. to provide parking lot repair services and ADA improvements at the Moreno Valley Main Library. The parking lot at the Moreno Valley Main Library is currently in need of various repairs and ADA Improvements, which would improve the overall surface conditions of the parking lot and provide additional ADA access to the facility.

DISCUSSION

The City of Moreno Valley was awarded Federal Funding through the Community Development Block Grant (CDBG) for Parking Lot Repair Services and ADA Improvements at the Main Library. The CDBG Federal Funding provides grants for improvements in approved areas for the benefit of the community.

The contract for the parking lot repair services and ADA improvements has been competitively bid, as quotes for this scope of work were requested from three contractors. It should be noted that the proposal received from AAA Paving Company did not match the project’s scope of work and therefore was deemed nonresponsive. Informal bidding procedures were followed in conformance with the Public Contract Code. Valid proposals were received as follows:

<u>CONTRACTORS</u>	<u>Base Bid</u>
• International Paving Services, Inc.	\$81,866.00
• NPG Corporation	\$96,444.00

Staff has reviewed the proposal by International Paving Services, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and certifications. No outstanding issues were identified through review of the proposal submitted by International Paving Services, Inc.

Work shall be in accordance with all approved plans, specifications, terms, and conditions as outlined in the bid process. Work will be phased in order to maintain access to the parking area for the library needs during the time period of the project.

International Paving Services, Inc. will be required to enter into an Agreement, in substantial conformance with the attached draft, for On-Site and Professional Services Agreement for requested work.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of Parking Lot Repairs and ADA Improvements at the Moreno Valley Main Library.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of Parking Lot Repairs and ADA Improvements at the Moreno Valley Main Library, which could result in additional deterioration, potential increased costs and non-compliance with CDBG requirements to complete the project in the allotted time frame.*

FISCAL IMPACT

This project is funded by a Community Development Block Grant (CDBG). There is no

impact to the General Fund.

PROJECT BUDGET:

CDBG –Community Development Block Grant
(2512-70-40-80003-720199) (Project No. 803 0039-2512-99)\$100,000

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....Fall 2020
End Construction..... early calendar year 2021

NOTIFICATION

All utilities, adjacent property owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner prior to the start of construction work.

PREPARATION OF STAFF REPORT

Prepared by:
Steve Pivovarovff
Maintenance & Operations Division Manager

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

Concurred by:
Angelic Davis
Purchasing Division Manager

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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. Main Library Contract -CDBG Project 803 0039

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/30/20 1:23 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/30/20 1:24 PM

City of Moreno Valley
Public Works Agreement

Parking Lot Repair Services and ADA Improvements at the Main Library
PROJECT No.: 803 0039-2512-99

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

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

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

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

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

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

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

A. CONTRACTOR INFORMATION -

Contractor's Name: International Paving Services, Inc.

Address: 1199 Opal Ave.

City: Mentone State: CA Zip: 92359

Business Phone: (909) 794-2101 Fax No. (909) 794-7098

Other Contact Number: N/A

Email: rosanna@ipspaving.com

Business License Number: 22367

Federal Tax I.D. Number: 30-0559616

Contractor's License No.: 770392

DIR PWC Registration No.: 1000005213

B. COMPLETION PERIOD – December 2020

C. KEY PERSONNEL – Alex Mercado (Division Manager), Jorge Castellano (Division Manager)

D. CONTRATOR REPRESENTATIVE – Ngo Chi (Nick) Ton (Project Manager)

E. CONTRACT PRICE – \$81,866.00

F. NOT TO EXCEED - The Contractors total compensation under this Agreement shall not exceed \$81,866.00, EIGHTY ONE THOUSAND, EIGHT HUNDRED, SIXTY SIX and 00/100 DOLLARS over the total time period of the Agreement unless modified by an Amendment signed by all parties.

G. CITY CONTRACT – All of the terms, conditions, and exhibits attached hereto and designated as FORM CA100, are hereby incorporated herein and made a part of this Agreement as if set forth herein in full.

City of Moreno Valley
Public Works Agreement

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

City of Moreno Valley

International Paving Services, Inc.

BY: _____
Mike Lee
City Manager

BY: _____
Brent C. Rieger
President

Date

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

Attachment: Main Library Contract -CDBG Project 803 0039 [Revision 1] (4172 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT

Agreement For
Public Works Projects Over \$25,000
Utilizing Federal Funds

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

the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is set forth on in Section "A-1" of this Agreement ("Contract Price").

The Contractor's total compensation shall not exceed the amount set forth in Section "E" of this Agreement.

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

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

Copies of invoices may be submitted to the Facilities Maintenance Office at FacilitiesMaintenanceOffice@moval.org or calls directed to (951) 413-3740.

The minimum information required on all invoices is:

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

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

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

Payments to the Contractor pursuant to this Agreement will be reported to federal and state taxing authorities as required. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the Agency's agent; however, nothing herein shall convert such records into public records, unless otherwise required by law. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

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

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

- 8. **TERM** – The term of this Agreement shall commence upon execution by Agency, and terminate two (2) years after acceptance of the work, pursuant to this Agreement, or release of the Performance Bond, whichever occurs first.
- 9. **CONTRACT TIME** – After the Agreement has been fully executed by the Contractor and the Agency, the Agency shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within the Preconstruction Contract Time period.

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

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

If the Agency's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully

Attachment: Main Library Contract -CDBG Project 803 0039 [Revision 1] (4172 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT

executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the Agency's receipt of said documents. This right is in addition to and does not affect the Agency's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the Agency shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or, fails to fulfill the preconstruction requirements, and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the Agency \$1,000.00 per Calendar day that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the Agency or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

11. **STOP WORK** - Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

12. **EARLY COMPLETION** - While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Agency is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for

Attachment: Main Library Contract -CDBG Project 803 0039 [Revision 1] (4172 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT

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.

13. **WORK DAYS** - The work performed in this Agreement shall be performed Monday through Friday, 7 a.m. to 4:30 p.m. Agency observed holidays shall be observed by the Contractor and no work shall be performed on these dates, unless prior written permission is granted.
14. **SUBSTANTIAL COMPLETION** - Substantial completion of work shall be evidenced by inspection and approval by Agency staff in writing.
15. **LABOR LAWS** - All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.
16. **DISCRIMINATION** - Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of denial of family and medical care leave; race; religious creed (including religious dress and grooming practices); color; national origin (including language use restrictions); ancestry; physical disability or mental disability (including HIV and Aids); medical condition (cancer and genetic characteristics); genetic information; military or veteran status; marital status; gender, gender identity, and gender expression; sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding); age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.
17. **PREVAILING WAGES** - Contractor and all of Contractor's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California ("DIR") has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the DIR Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at Agency Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the Agency an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by

the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the Agency twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

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

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

- 18. **CONTROL OF WORK** - Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The Agency will not provide any training to Contractor or his/her/its employees.
- 19. **INDEPENDENT CONTRACTOR** - Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the Agency, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the Agency,

or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the Agency.

20. **SUBCONTRACTORS** - Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the Agency. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the Agency shall have no obligation to pay for any subcontractor services rendered.
21. **EXTRA WORK AND CHANGE ORDERS** - Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the Agency and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The Agency's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The Agency shall not require Contractor to perform any extra work or a change in work without written authorization. A change order shall not be enforceable against the Agency unless the change order complies with this provision.
22. **AGENCY APPROVAL** - All work prepared by Contractor shall be subject to the approval of Agency.
23. **KEY PERSONNEL** - Contractor has represented to Agency that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Agency. In the event that Agency and Contractor cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the Agency, or who are determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the Agency. The key personnel for performance of this Agreement are as set forth in Section "C" of this Agreement.
24. **REPRESENTATIVES** - The Agency hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Agency's Representative"). Contractor shall not accept direction or orders from any person other than the Agency's Representative or his or her designee.

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

25. **LEGAL COMPLIANCE** - The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Agency, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Agency, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

26. **STANDARD OF CARE** - Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the Agency, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
27. **INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley (sometimes "City"), the Moreno Valley Community Services District (sometimes "CSD"), the City Council and Board of Directors and each member thereof, the Moreno Valley Housing Authority, and, if TUMF funding utilized, the Western Riverside Council of Governments ("WRCOG") and all of their respective officials, officers, directors, employees, commission members, representatives and agents (collectively "Indemnitees" and singularly "Indemnitee"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the work or the Project or any breach of this Agreement by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, or any person performing any of the work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:
- a. Any activity on or use of the CSD's and/or City's premises or facilities;
 - b. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to this Agreement, whether or not caused in part by an Indemnitee;
 - c. The failure of Contractor or the work to comply with any applicable law, permit or orders;
 - d. Any misrepresentation, misstatement or omission with respect to any statement made in this Agreement or any document furnished by the Contractor in connection therewith;
 - e. Any breach of any duty, obligation or requirement under this Agreement or any document furnished by Contractor in connection therewith, including, but not limited to any breach of Contractor's warranties, representations or agreements;
 - f. Any failure to coordinate the work with Agency's separate contractors;
 - g. Any failure to provide notice to any party as required by this Agreement or any document furnished in connection therewith;
 - h. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
 - i. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor

- or the City and/or CSD), and injury or death sustained by any person or persons (including, but not limited to, Contractor's employees or agents, and members of the general public);
- j. Any liability imposed by applicable law including, but not limited to criminal or civil fines or penalties;
 - k. Any dangerous, hazardous, unsafe or defective condition of, in or on the Project site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the site by Contractor, its officers, agents, employees, or subcontractors;
 - l. Any operation conducted upon or any use or occupation of the Project site by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;
 - m. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;
 - n. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Agency arising out of Contractor's work, for which the Contractor is responsible; and
 - o. Any and all claims against the Agency seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the Agency from such claims.

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

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

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

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

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

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

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

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

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

final acceptance of the Project, unless the City determines, in its sole and absolute discretion, to release the Performance Bond earlier and notifies Contractor in writing.

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

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the Agency. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Agreement. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Agreement compensation, the amount of each bond shall be deemed to increase and at all times remain equal to the Agreement amount. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate by reference the Agreement and the obligations to complete the Project in accordance with the Agreement. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Agreement or the work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Agreement. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Agency.

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

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

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

29. **WARRANTY** - The Contractor, the Contractor's heirs, executors, administrators, successors, and/or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished, including without limitation materials to be of good quality and fit for their purpose and intended use. If any defects in materials or workmanship become evident prior to expiration of the term of this Agreement or release of the Performance Bond, whichever occurs first, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the plans and specifications.

Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work which the Agency by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned requirements within seven (7) calendar days after being notified in writing of failure to diligently pursue such compliance to completion, the Agency is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the cost and charges therefor immediately on demand.

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

This section does not in any way limit the Agency's remedies available under the law, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Agency all appropriate guarantees or warranty certificates upon completion of the Project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the indemnity or insurance provisions of this Agreement.

30. **INTELLECTUAL PROPERTY** - Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the Agency unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The Agency and the Contractor agree that to the extent permitted by law, until final approval by the Agency, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
31. **TERMINATION** - The Agency may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the Agency. The Agency shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

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

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

32. **AGENCY EMPLOYEES** - The Contractor shall not employ any employee or official of the City or CSD in the work performed pursuant to this Agreement. No officer or employee of the City or CSD shall have any financial interest in this Agreement in violation of federal, state, or local law.
33. **NONLIABILITY OF AGENCY EMPLOYEES** - No officer or employee of the City or CSD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Contractor or to its successor, or for any breach of any obligation of the terms of this Agreement.
34. **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.
35. **CHOICE OF LAW** - The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
36. **ATTORNEYS' FEES** - Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs, fixed by the court. In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The provision is separate and several and shall survive the merger of this provision into any judgment.
37. **NOTICES** - All notices permitted or required under this Agreement shall be given to the respective parties at the addresses set forth above, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.
38. **RECORDS** - The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, and records current, and recordings of all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City, the CSD, County of Riverside, the State of California, the federal government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three (3) years after acceptance of the Project by the Agency.
39. **PERFORMANCE** - The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the Agency
40. **WORKERS COMPENSATION** - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of

this Agreement. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the Agency, and to require any and all subcontractors and any other person or entity involved in the Project to do the same.

- 41. **WAIVERS AND RELEASES** - Contractor expressly waives any claims for any compensation or benefits afforded to Agency employees and not to independent contractors, and waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

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

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

- 42. **ACCEPTANCE OF WORK** - Acceptance of the work shall be by action of the Agency's Board or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the Agency of any defects in the work. From and after acceptance, the work shall be owned and operated by the Agency. As a condition to acceptance, Contractor shall certify to the Agency in writing that all of the work has been performed in strict conformity with this Agreement and that all costs have been paid, satisfactorily to the Agency, guaranteeing such performance.

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

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

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

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

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

45. **CUMULATIVE REMEDIES** - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.
46. **CONFLICTS OF INTEREST** - Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the Agency officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with City Hall, as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the Agency.
47. **TIME OF ESSENCE** - Time is of the essence for each and every provision of this Agreement
48. **NON-EXCLUSIVITY** - The Agency reserves the right to employ other contractors in connection with work ancillary to the Project. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others and coordinating with the work by others. The Agency, other contractors and utilities shall have the right to operate within or adjacent to the Project site during the performance of such work.
- Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
49. **AMENDMENT** - No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
50. **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.
51. **THIRD PARTIES** - There are no intended third party beneficiaries of any right or obligation assumed by the parties.
52. **COUNTERPARTS** - This Agreement may be signed in counterparts, each of which shall constitute an original.
53. **INVALIDITY/SEVERABILITY** - If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that comes closest to expressing the intention of such invalid or unenforceable term.
54. **ASSIGNMENT/TRANSFER** - Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Agency. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**EXHIBIT A
CONTRACTOR'S SCOPE OF SERVICES**

- A. This Agreement between the City of Moreno Valley and Contractor is for parking lot repair services and ADA improvements at the City of Moreno Valley Main Library rear parking lot, as shown in Exhibit A-1, to include labor, tax, and materials for the proposed parking lot repairs and ADA improvements.
- B. Requests for service will be conveyed from the City via telephone or email requesting an informal or formal quote or proposal. There is no minimum or maximum number of service calls.
- C. Quotes and proposals must be prepared in accordance with the request for service and be submitted to the City prior to work being performed unless otherwise directed. Jobs valued in excess of \$1,000 will be quoted at prevailing wage and jobs valued in excess of \$5,000 will be awarded via competitive quotes with other firms.
- D. Work may include, but is not limited to: replacement, installation, repair, service, testing, and/or maintenance of rear Moreno Valley Main Library parking lot materials and components per approved City Engineer plans and specifications on pages 5, 7, 9 of approved plans. All work is to be performed in accordance with manufacturers' recommendations, as well as all federal, state, country, and local regulations.
- E. This scope of work excludes any work other than incidental (less than 10 square feet) of any material containing asbestos. The contractor will immediately stop work if any encountered material is suspected to be asbestos and report the finding to the Maintenance & Operations Division Manager.
- F. All materials and completed work must meet local, county, state, and federal codes and regulations.
- G. Submission of Material Safety Data Sheets (MSDS) are mandatory for any supply or material used on the job or supplied in the course of this Agreement prior to receipt of or with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the Contractor is required to provide new information relevant to the specific material.
- H. The Contractor shall provide manufacturer's warranties and warranty workmanship, operation and performance as described within this Agreement.

**EXHIBIT A-1 (CONTINUED)
CONTRACTOR'S SCOPE OF SERVICES**

This work is to be performed under Demolition/Construction and Signage per Plan sheets #5, #7 and #9 dated 11/21/2019. Pages 1,2,3,10 includes details for scope of services.

CONTRACTOR'S PRICING

Contract Price.....\$81,866.00

Scope of Services; per pages 5,7,9 of approved plan. Pages 1,2,3,10 includes details for scope of services.	
Concrete Demolition per plan	\$ 6,920.00
Concrete Construction per plan	\$ 30,570.00
ADA Asphalt Upgrades per plan	\$ 26,789.00
ADA Compliant Handrail per plan	\$ 13,640.00
Signing and Striping per plan	\$ 1,950.00
Payment and Performance Bonds	\$ 1,997.00
Total:	\$ 81,866.00

Attachment: Main Library Contract -CDBG Project 803 0039 [Revision 1] (4172 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT

SURVEY MONUMENT NOTE:

SURVEY MONUMENTS THAT EXIST AS SHOWN ON RECORDED MAPS, HIGHWAY MAPS OR POINTS THAT PROVIDE SURVEY CONTROL WITHIN THE CONSTRUCTION AREA, SHALL BE LOCATED AND REFERENCED BY A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER (AUTHORIZED TO PRACTICE LAND SURVEYING). BEFORE THE START OF CONSTRUCTION, CORNER RECORDS SHALL BE FILED WITH THE COUNTY SURVEYOR. THESE CORNER RECORDS SHALL DESCRIBE THE MONUMENTS FOUND WITH THE DISTANCES TO REFERENCE POINTS FOR THE RESETTling OF A SURVEY MONUMENT. WHEN CONSTRUCTION IS COMPLETED, MONUMENTS SHALL BE SET AND CORNER RECORDS SHALL BE FILED WITH THE COUNTY SURVEYOR SHOWING THE NEW MONUMENTS.

CONTRACTOR'S RESPONSIBILITY FOR SAFETY:

IN SUBMITTING A BID FOR THIS WORK, THE CONTRACTOR AGREES THAT HE SHALL 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 THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, THE ENGINEER, AND THE CITY OF MORENO VALLEY HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT THE EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND WITH "CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATION AND ORDERS.

ENGINEERS NOTICE TO CONTRACTOR:

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER NEITHER ASSUMES ANY LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE NUMBER 811 TWO WORKING DAYS BEFORE DIGGING. NO CONSTRUCTION PERMIT, ISSUED BY THE PUBLIC WORKS DEPARTMENT, SHALL BE VALID INVOLVING UNDERGROUND FACILITIES, UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY THE U.S.A.

OWNER/DEVELOPER:

CITY OF MORENO VALLEY (PUBLIC LIBRARY)
25480 ALESSANDRO BLVD.
MORENO VALLEY, CA 92553
(951) 413-3880

CIVIL ENGINEER:

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

NOTE:

ALL SIGN REQUIREMENTS INCLUDING BUT NOT LIMITED TO SIZE, FINISH, LOCATION, LETTERING, COLOR, AND INSTALLATION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA).

SCOPE OF WORK:

SCOPE OF WORK SHALL CONSIST OF MEASURES TO PROVIDE ACCESS TO A PLACE OF PUBLIC ACCOMMODATION FROM PUBLIC SIDEWALKS, PARKING, OR PUBLIC TRANSPORTATION PER 2019 CALIFORNIA BUILDING CODE CHAPTER 11B. PROJECT WILL CONSIST OF IMPROVEMENTS FOR PUBLIC PARKING LOT ONLY. EMPLOYEE PARKING LOT IMPROVEMENTS WILL BE CONSTRUCTED AT A LATER TIME.

EXISTING PARKING:

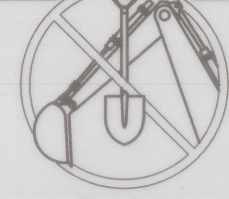
EXISTING PARKING	QTY:
STANDARD PARKING	62
DISABLED PARKING	3
VAN ACCESSIBLE PARKING	3

PROPOSED PARKING:

PROPOSED PARKING	QTY:
STANDARD PARKING	61
DISABLED PARKING	4
VAN ACCESSIBLE PARKING	3

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

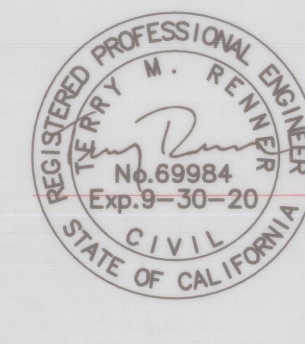
DIGALERT



CALL 811 or 1-800-422-4133
2 Working Days Before You Dig
WWW.CALL811.COM

REVISIONS

MARK	DATE	INITIAL	DESCRIPTION	DATE	APP'D
			BUILDING & SAFETY SUPERVISOR REVIEW	12/17/19	[Signature]



TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
(951) 680-0490 FAX

TERRY M. RENNER R.C.E. No. 69984
11/21/19

DRAWN BY: ML
DESIGNED BY: TR
CHECKED BY: TR
RECOMMENDED BY:

RECOMMENDED BY:

[Signature]
MICHAEL D. LLOYD, PE
ENGINEERING DIVISION MANAGER/
ASSISTANT CITY ENGINEER, RCE 69563

12/5/19
DATE

APPROVED BY:

[Signature]
MICHAEL L. WOLFE, PE
PUBLIC WORKS DIRECTOR/CITY ENGINEER
RCE 65623

12/6/19
DATE

CITY OF MORENO VALLEY

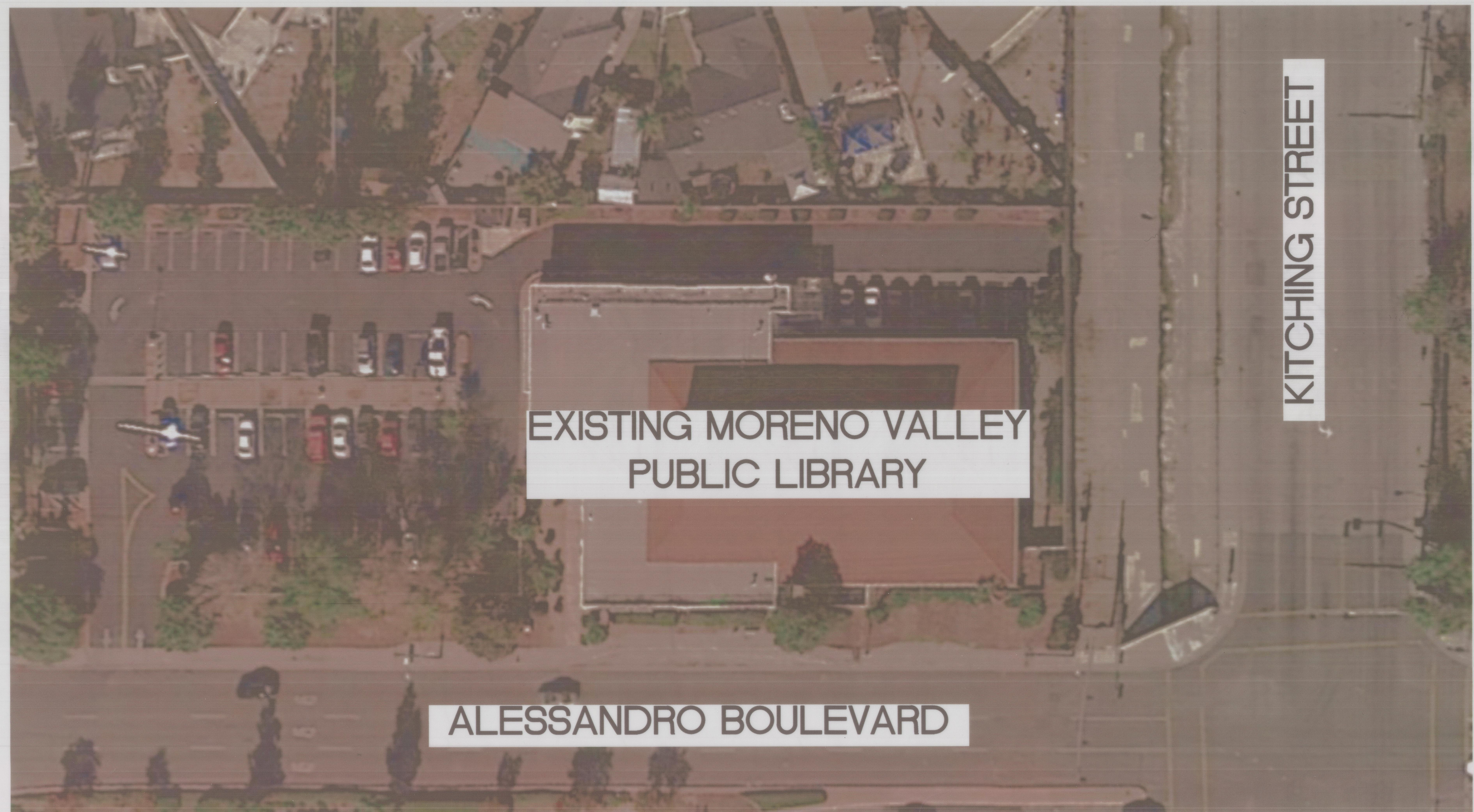
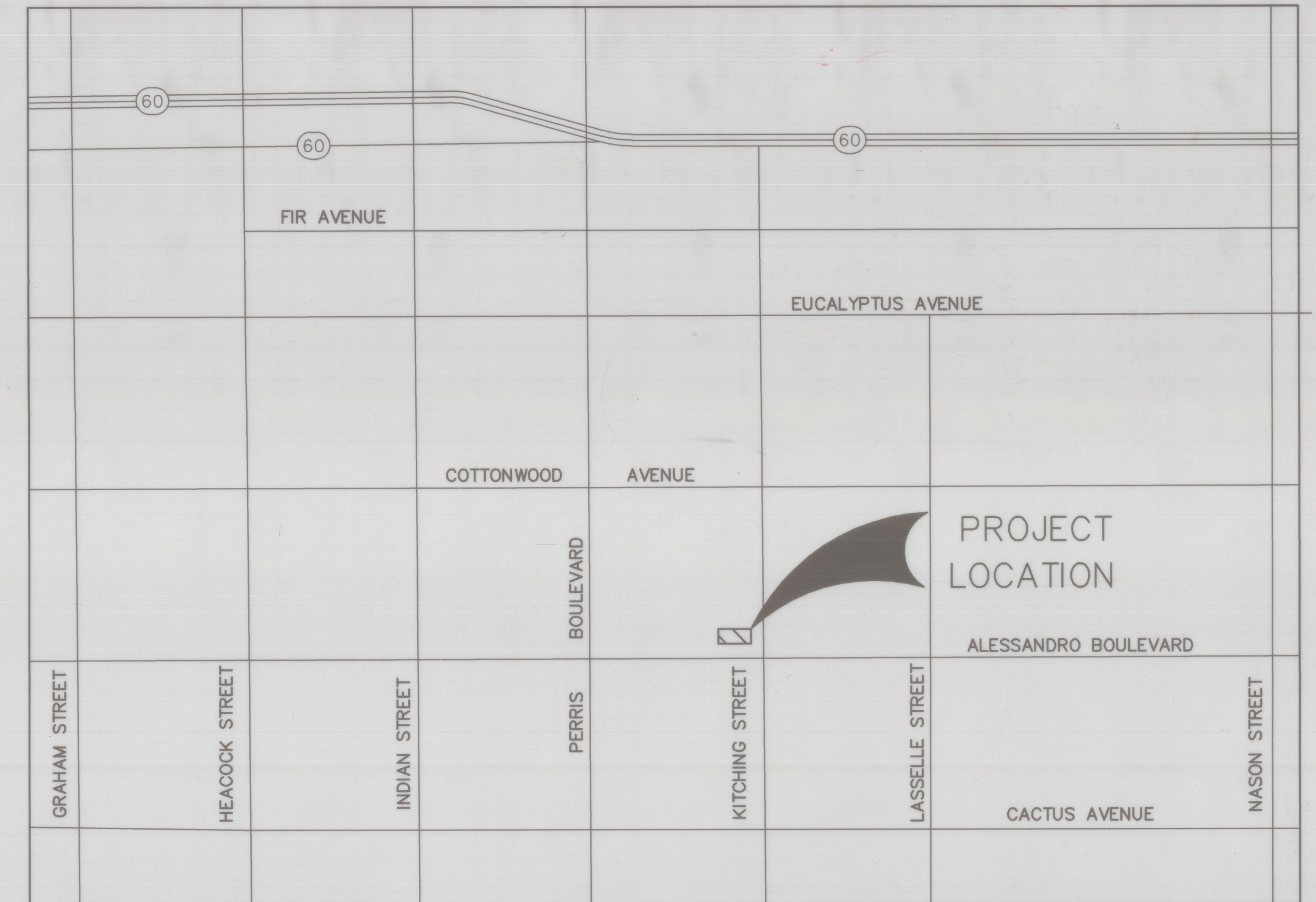
25480 ALESSANDRO BLVD
ADA PARKING AND ACCESSIBLE ROUTE UPGRADES
TITLE SHEET

SHEET 1
OF 10 SHEETS
CIP NO. 803 0039

CITY OF MORENO VALLEY ADA EXTERIOR IMPROVEMENTS 25480 ALESSANDRO BLVD. CIP NO. 803 0039

SHEET INDEX

1	TITLE SHEET
2	GENERAL NOTES
3	GENERAL NOTES
4	DEMOLITION PLAN
5	DEMOLITION PLAN
6	GRADING PLAN
7	GRADING PLAN
8	SIGNING AND STRIPING PLAN
9	SIGNING AND STRIPING PLAN
10	DETAIL SHEET



LOCATION MAP

SCALE: 1"=30'

NPDES NOTES:

- EROSION CONTROL BMPs SHALL BE IMPLEMENTED AND MAINTAINED TO MINIMIZE AND/OR PREVENT THE ENTRAINMENT OF SOIL IN RUNOFF FROM DISTURBED SOIL AREAS ON CONSTRUCTION SITES.
- SEDIMENT CONTROL BMPs SHALL BE IMPLEMENTED AND MAINTAINED TO PREVENT AND/OR MINIMIZE THE TRANSPORT OF SOIL FROM THE CONSTRUCTION SITE.
- STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO ELIMINATE OR REDUCE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.
- APPROPRIATE BMPs FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS, OR RESIDUES SHALL BE IMPLEMENTED TO ELIMINATE OR REDUCE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND OR RUNOFF.
- RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES AND MUST NOT BE DISCHARGED TO RECEIVING WATERS OR THE LOCAL STORM DRAIN SYSTEM.
- ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BEST MANAGEMENT PRACTICES AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
- AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY, ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
- CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT A STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OTHER THAN STORMWATER (NON-STORMWATER DISCHARGES) ARE PROHIBITED, EXCEPT AS AUTHORIZED BY AN INDIVIDUAL NPDES PERMIT OR THE STATEWIDE GENERAL PERMIT-CONSTRUCTION. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, SOLVENTS, DETERGENTS, GLUES, LIME, PESTICIDES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES, AND ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; CONCRETE AND RELATED CUTTING OR CURING RESIDUES; FLOATABLE WASTES; WASTES FROM ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; WASTES FROM STREET CLEANING; AND SUPER-CHLORINATED POTABLE WATER FROM LINE FLUSHING AND TESTING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
- DISCHARGING CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING GROUNDWATER THAT HAS INFILTRATED INTO THE CONSTRUCTION SITE IS PROHIBITED. DISCHARGING OF CONTAMINATED SOILS VIA SURFACE EROSION IS ALSO PROHIBITED. DISCHARGING NON-CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING ACTIVITIES MAY REQUIRE A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT ISSUED BY THE REGIONAL BOARD.
- CONSTRUCTION SITES SHALL BE MANAGED TO MINIMIZE THE EXPOSURE TIME OF DISTURBED SOIL AREAS THROUGH PHASING AND SCHEDULING OF GRADING TO THE EXTENT FEASIBLE AND THE USE OF TEMPORARY AND PERMANENT SOIL STABILIZATION.
- BMPs SHALL BE MAINTAINED AT ALL TIMES. IN ADDITION, BMPs SHALL BE INSPECTED PRIOR TO PREDICTED STORM EVENTS AND FOLLOWING STORM EVENTS.

EROSION CONTROL GRADING REQUIREMENTS:

- ALL EARTHWORK PERFORMED TO CONSTRUCT EROSION CONTROL MEASURES SHALL CONFORM TO CITY GRADING REGULATIONS.
- YARDAGE SHOWN ON THE PLANS ARE APPROXIMATE ESTIMATES OF WORK TO BE DONE AND THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS AND QUANTITIES PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL MAKE PROVISION FOR CONTRIBUTORY DRAINAGE AT ALL TIMES.
- UNTIL WORK IS ACCEPTED BY THE CITY, THE EROSION CONTROL DEVICES SHOWN ON PLANS SHALL REMAIN IN OPERABLE CONDITION BY THE CONTRACTOR.
- EXISTING STRUCTURES AND DEBRIS FOUND WITHIN WORK AREA SHALL BE REMOVED FROM SITE AND DISPOSED OF BY THE CONTRACTOR.
- ROCK DISPOSAL AREAS ARE SHOWN ON PLANS. NO ROCK GREATER THAN 12" IN DIAMETER WILL BE PLACED IN THE FILL, UNLESS APPROVED BY THE SOILS ENGINEER.
- FILL PLACED OVER EXISTING SLOPING TERRAIN SHALL BE SUPPORTED ON HORIZONTAL BENCH CUT INTO COMPETENT MATERIAL.
- ANY MODIFICATIONS TO PLAN SHALL REQUIRE THE APPROVAL OF A REGISTERED CIVIL ENGINEER.
- FILL SHALL BE COMPACTED TO 95 % OF MAXIMUM DENSITY AS DETERMINED BY A.S.T.M. SOIL COMPACTION TEST 01557. ONE FIELD TEST TO BE MADE FOR EACH TWO FOOT OF VERTICAL LIFT.
- THE SOIL ENGINEER SHALL PROVIDE SUFFICIENT INSPECTION OF EARTHWORK TO ENSURE COMPLIANCE WITH THE APPROVED PLANS AND APPLICABLE CODES.

EROSION CONTROL MAINTENANCE & INSPECTION:

- A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE DURING THE RAINY SEASON AT ALL TIMES. CONTACT THE CONTRACTOR, MARC MOLINA, AT (951) 345-5317 IN CASE OF EMERGENCY.
- ALL SILT AND DEBRIS SHALL BE REMOVED FROM ALL DEVICES WHENEVER SUCH MAY POSE A POTENTIAL HAZARD DOWNSTREAM.
- THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE IS AT THE DISCRETION OF THE CITY INSPECTOR.
- PLANTING AND IRRIGATION OF SLOPES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- A PREVENTIVE PROGRAM TO PROTECT SLOPES FROM POTENTIAL DAMAGE FROM BURROWING RODENTS IS REQUIRED. CONTRACTOR SHALL PERIODICALLY INSPECT SLOPES FOR EVIDENCE OF BURROWING RODENTS.

INSPECTION AND MAINTENANCE:

- THE CONTRACTOR SHALL INSPECT AND CLEAN BARRIER DURING AND AFTER EACH STORM AND REMOVE SEDIMENT FROM BEHIND GRAVEL BAG STRUCTURE AFTER EACH STORM.
- ANY SEDIMENT AND GRAVEL SHALL BE IMMEDIATELY REMOVED FROM THE TRAVELED WAY OF ROADS.
- THE REMOVED SEDIMENT SHALL BE PLACED WHERE IT CANNOT ENTER A STORM DRAIN, STREAM, OR BE TRANSPORTED OFF SITE.
- IF THE GRAVEL BECOMES CLOGGED WITH SEDIMENT, IT MUST BE REMOVED FROM THE INLET AND/OR REPLACED WITH NEW GRAVEL.
- IT IS IMPERATIVE THAT EROSION CONTROL MEASURES ARE IN PLACE AT THE SOURCE IN ADDITION TO PROTECTING THE CATCH BASINS AND CURB INLETS DOWNSTREAM.

STORM WATER POLLUTION CONTROL REQUIREMENTS:

- ERODED SEDIMENTS AND OTHER POLLUTANTS SHALL BE RETAINED AND SHALL NOT BE TRANSPORTED FROM THE SITE VIA SHEET ROW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS SHALL BE PROTECTED.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS SHALL BE STOPPED IN ACCORDANCE WITH THEIR LISTINGS AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS SHALL NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE SHALL NOT BE WASHED INTO THE PUBLIC RIGHT-OF-WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTES SHALL BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATIONS OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS SHALL NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS SHALL BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC RIGHT-OF-WAY. ACCIDENTAL DEPOSITIONS SHALL BE SWEEP UP IMMEDIATELY AND SHALL NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH JUSTIFIED SOILS OR DENVED OF VEGETATION SHALL BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- THE CASQA STORMWATER BMP HANDBOOK, LATEST REVISED EDITION, SHALL APPLY DURING CONSTRUCTION (ADDITIONAL MEASURES SHALL BE REQUIRED IF DEEMED APPROPRIATE BY THE CITY).

CURB INLET SEDIMENT BARRIERS CONSTRUCTION SPECIFICATIONS:

- BARRIERS SHALL BE PLACED ON GENTLY SLOPING STREETS WHERE WATER CAN POND PER STD PLAN MVFE-353.
- THE BARRIERS SHALL ALLOW FOR OVERFLOW FROM A SEVERE STORM EVENT. SLOPE RUNOFF SHALL BE CONTROLLED USING STD PLANS MVFE-355 OR MVFE-356. A SPILLWAY SHALL BE CONSTRUCTED WITH THE SANDBAG STRUCTURES TO ALLOW OVERFLOW.
- GRAVEL BAGS SHOULD BE OF WOVEN-TYPE GEOTEXTILE FABRIC.
- GRAVEL BAGS SHALL BE FILLED WITH 3/4 INCH DRAIN ROCK OR 1/4 INCH PEA GRAVEL.
- GRAVEL BAGS SHALL BE PLACED IN A CURVED ROW FROM THE TOP OF CURB AT LEAST 4 FEET INTO THE STREET. THE ROW SHOULD BE CURVED AT THE ENDS, POINTING UPHILL.
- LAYERS OF BAGS SHALL BE OVER LAPPED AND PACKED TIGHTLY.
- LEAVE ONE GRAVEL BAG GAP IN THE TOP ROW TO ACT AS A SPILLWAY.

CURB INLET SEDIMENT BARRIERS CONSTRUCTION SPECIFICATIONS:

- BARRIERS SHALL BE PLACED ON GENTLY SLOPING STREETS WHERE WATER CAN POND PER STD PLAN MVFE-353.
- THE BARRIERS SHALL ALLOW FOR OVERFLOW FROM A SEVERE STORM EVENT. SLOPE RUNOFF SHALL BE CONTROLLED USING STD PLANS MVFE-355 OR MVFE-356. A SPILLWAY SHALL BE CONSTRUCTED WITH THE SANDBAG STRUCTURES TO ALLOW OVERFLOW.
- GRAVEL BAGS SHOULD BE OF WOVEN-TYPE GEOTEXTILE FABRIC.
- GRAVEL BAGS SHALL BE FILLED WITH 3/4 INCH DRAIN ROCK OR 1/4 INCH PEA GRAVEL.
- GRAVEL BAGS SHALL BE PLACED IN A CURVED ROW FROM THE TOP OF CURB AT LEAST 4 FEET INTO THE STREET. THE ROW SHOULD BE CURVED AT THE ENDS, POINTING UPHILL.
- LAYERS OF BAGS SHALL BE OVER LAPPED AND PACKED TIGHTLY.
- LEAVE ONE GRAVEL BAG GAP IN THE TOP ROW TO ACT AS A SPILLWAY.

STANDARD GENERAL IMPROVEMENT NOTES (LAND DEVELOPMENT DIVISION):

- THE CONTRACTOR SHALL INSPECT AND CLEAN BARRIER DURING AND AFTER EACH STORM AND REMOVE SEDIMENT FROM BEHIND GRAVEL BAG STRUCTURE AFTER EACH STORM.
- ANY SEDIMENT AND GRAVEL SHALL BE IMMEDIATELY REMOVED FROM THE TRAVELED WAY OF ROADS.
- THE REMOVED SEDIMENT SHALL BE PLACED WHERE IT CANNOT ENTER A STORM DRAIN, STREAM, OR BE TRANSPORTED OFF SITE.
- IF THE GRAVEL BECOMES CLOGGED WITH SEDIMENT, IT MUST BE REMOVED FROM THE INLET AND OR REPLACED WITH NEW GRAVEL.
- IT IS IMPERATIVE THAT EROSION CONTROL MEASURES ARE IN PLACE AT THE SOURCE IN ADDITION TO PROTECTING THE CATCH BASINS AND CURB INLETS DOWNSTREAM.

STANDARD STREET IMPROVEMENT NOTES (LAND DEVELOPMENT DIVISION):

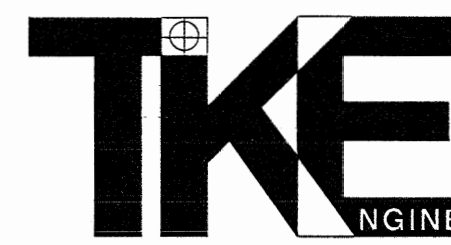
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. INSPECTION TELEPHONE: (951) 413-3179.
- THE DEVELOPER SHALL INSTALL STREET NAME SIGNS CONFORMING TO THE APPROPRIATE CITY STANDARDS.
- ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH CITY STANDARDS, RIVERSIDE COUNTY STANDARDS, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION, INCLUDING SUPPLEMENTS, EXCEPT AS OTHERWISE NOTED ON THE PROJECT PLANS OR AS OTHERWISE APPROVED BY THE CITY ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY THE CITY ORDINANCE FOR NEW DEVELOPMENT AND REPLACEMENT OF DISTURBED OR COVERED EXISTING MONUMENTS.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO THE LAND DEVELOPMENT OFFICE, PERMIT SECTION, PRIOR TO CONSTRUCTION FOR A PERMIT FOR ALL WORK WITHIN CURRENT OR FUTURE DEDICATED PUBLIC RIGHT-OF-WAY.
- ASPHALT CONCRETE (AC) PAVING OF CITY STREETS SHALL BE THE MINIMUM REQUIRED ON THE TYPICAL CROSS SECTION OF EACH CLASSIFICATION SUBJECT TO R VALUE TESTING AND STRUCTURAL SECTIONS DETERMINED BASED ON R VALUE TEST RESULTS AND TRAFFIC INDEX OF STREET CLASSIFICATION. CLASS II CRUSHED AGGREGATE BASE (CAB) PLACED WITHIN THE PUBLIC RIGHT OF WAY SHALL BE NATURAL CRUSHED AB (CLASS II PER CALTRANS STANDARDS FOR SIEVE ANALYSIS) OR AS DIRECTED BY THE CITY ENGINEER.
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED ACCORDING TO THE APPROPRIATE CITY STANDARDS AND AS DIRECTED IN THE FIELD.
- 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, AND DRAINAGE. CITY STORM DRAINS SHALL BE VIDEOD RECORDED. SUBMIT RECORDING TO THE LAND DEVELOPMENT DIVISION.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TEST SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS.
- AGGREGATE SLURRY, AS DEFINED IN SECTION 203-5 OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SHALL BE APPLIED TO STREETS AT THE CONCLUSION OF THE ONE -YEAR WARRANTY PERIOD. LATEX SHALL BE APPLIED TO SLURRY MIX ALL STRIPING SHALL BE REPLACED AS PER APPROVED SIGNING I STRIPING PLAN.
- INSTALL STREET TREES IN ACCORDANCE WITH THE APPROPRIATE CITY OF MORENO VALLEY ORDINANCE.
- BLUE DOTS SHALL BE INSTALLED ADJACENT TO ANY REQUIRED FIRE HYDRANT, AND APPROVED BY THE FIRE DEPARTMENT.
- NO PUBLICLY TRAVELED STREET SHALL BE CLOSED TO TRAFFIC WITHOUT PRIOR CITY COUNCIL APPROVAL.
- CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR CONSULTANT FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST THE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- THE QUANTITY, THICKNESS, AND LIMITS OF AREAS NOTED FOR ASPHALT OVERLAY ARE FOR ESTIMATION PURPOSES ONLY. THE EXACT THICKNESS OF ANY ASPHALT OVERLAY SHALL BE DETERMINED BY A COMBINATION OF SOILS TESTING FOR STRUCTURAL SOUNDNESS OF THE EXISTING ROADWAY SECTION, CONFORMANCE WITH SECTION 8 (EARTHWORK) OF THE RIVERSIDE COUNTY ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, CONFORMANCE TO THE LATEST TRAFFIC INDEX RATING AND TO THE DIRECTION OF THE CITY ENGINEER FOR REMOVAL OR REPAIR OF UNSUITABLE PAVED SECTIONS. PAVEMENT AREAS WHICH HAVE BEEN DETERMINED TO BE UNSUITABLE FOR OVERLAY DUE TO CRACKING, SUBSIDENCE, IRREGULAR SURFACE, AGE, MATERIAL COMPOSITION, OR WATER DAMAGE SHALL BE REMOVED OR REPAIRED AT THE DIRECTION OF THE CITY ENGINEER. THE ENGINEER OF RECORD SHALL REVISE THE STREET IMPROVEMENT PLANS SHOWING THE AFFECTED AREA UPON NOTIFICATION BY THE CITY ENGINEER.
- UTILITY TRENCH BACKFILL SHALL BE CONSTRUCTED TO 90% RELATIVE COMPACTION UNLESS OTHERWISE SPECIFIED AND SHALL BE CERTIFIED BY THE DEVELOPER'S SOILS ENGINEER PRIOR TO THE INSTALLATION OF CLASS II CRUSHED AGGREGATE BASE AND PAVING OF THE NEW STREET. PLEASE REFER TO STD PLAN MVSJ-132A, MVSJ-132B & MVSJ-132C FOR TRENCH BACKFILL WITHIN AN EXISTING STREET.
- SEWER AND WATER LATERALS SHALL BE MARKED ON THE CURB ACCORDING TO LOCAL WATER SURVEYOR STANDARDS.
- ALL WATER VALVES OR SEWER MANHOLES SHALL BE RAISED TO GRADE IN ACCORDANCE WITH LOCAL WATER SURVEYOR STANDARDS.
- NO TRENCHES SHALL BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
- IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, WORK SHALL STOP AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- ALL UTILITIES SHALL BE INSTALLED, TESTED, AND APPROVED BY THE APPROPRIATE UTILITY COMPANY PRIOR TO PAVING.
- ALL TRAFFIC CONTROL DEVICES AND SIGNS SHALL BE IN PLACE PRIOR TO PAVING. STREET MARKINGS AND STRIPING SHALL BE COMPLETED PRIOR TO STREET OPENING.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY CONTRACTORS, 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 OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- TRAFFIC CONTROL, SIGNING AND STRIPING MUST BE IN CONFORMANCE TO THE LATEST VERSION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD).
- AN "AS-BUILT" STREET IMPROVEMENT PLAN SHALL BE SUBMITTED AT THE COMPLETION OF WORK.
- HOURS OF OPERATION ARE 7:00 AM - 7:00 PM MONDAY - FRIDAY; 8:00 AM - 4:00 PM (RESIDENTIAL). SATURDAY BY PRIOR APPOINTMENT ONLY. NO WORK ON SUNDAY OR PUBLIC HOLIDAY WITHOUT PRIOR CITY APPROVAL.
- STREETS SHALL BE DESIGNED TO HAVE A 1% MINIMUM CENTERLINE (LONGITUDINAL) SLOPE UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. HOWEVER, THE ABSOLUTE MINIMUM SLOPE SHALL BE NO LESS THAN 0.65%.

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

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REVISIONS					
MARK	DATE	INITIAL	DESCRIPTION	DATE	APP'D
			BUILDING & SAFETY SUPERVISOR REVIEW	12/4/19	[Signature]



TKE ENGINEERING, INC. 2305 CHICAGO AVENUE RIVERSIDE, CA 92507 (951) 680-0440 (951) 680-0490 FAX

TERRY M. RENNER R.C.E. No. 69984

CITY OF MORENO VALLEY COMMUNITY DEVELOPMENT DEPARTMENT BUILDING & SAFETY DIVISION

REMOVED FOR GOOD REASON

DRAWN BY: ML DESIGNED BY: TR CHECKED BY: TR RECOMMENDED BY: [Signature]

RECOMMENDED BY: MICHAEL D. LLOYD, PE ENGINEERING DIVISION MANAGER/ ASSISTANT CITY ENGINEER, RCE 69563 APPROVED BY: MICHAEL L. WOLFE, PE PUBLIC WORKS DIRECTOR/CITY ENGINEER RCE 65623

CITY OF MORENO VALLEY 25480 ALESSANDRO BLVD ADA PARKING AND ACCESSIBLE ROUTE UPGRADES GENERAL NOTES

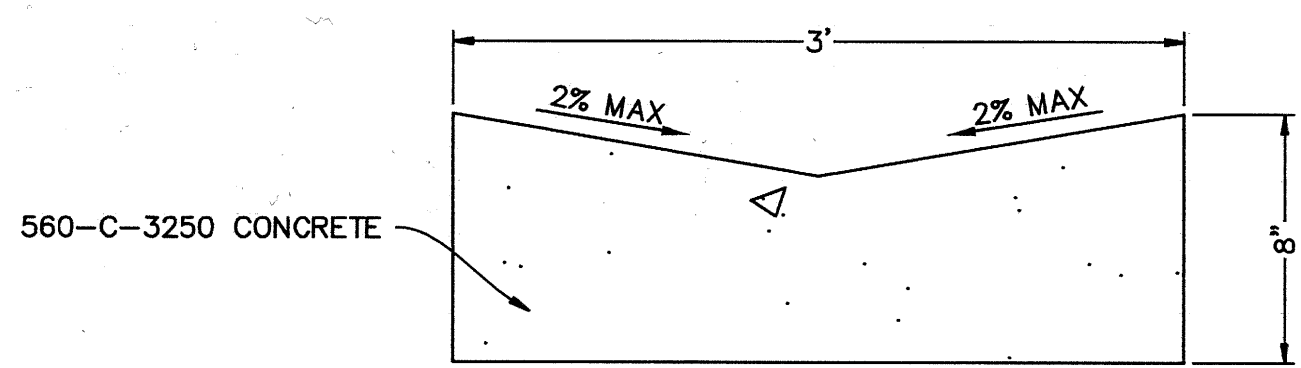
SHEET 2 OF 10 SHEETS CIP NO. 803 0039

STANDARD GRADING NOTES:

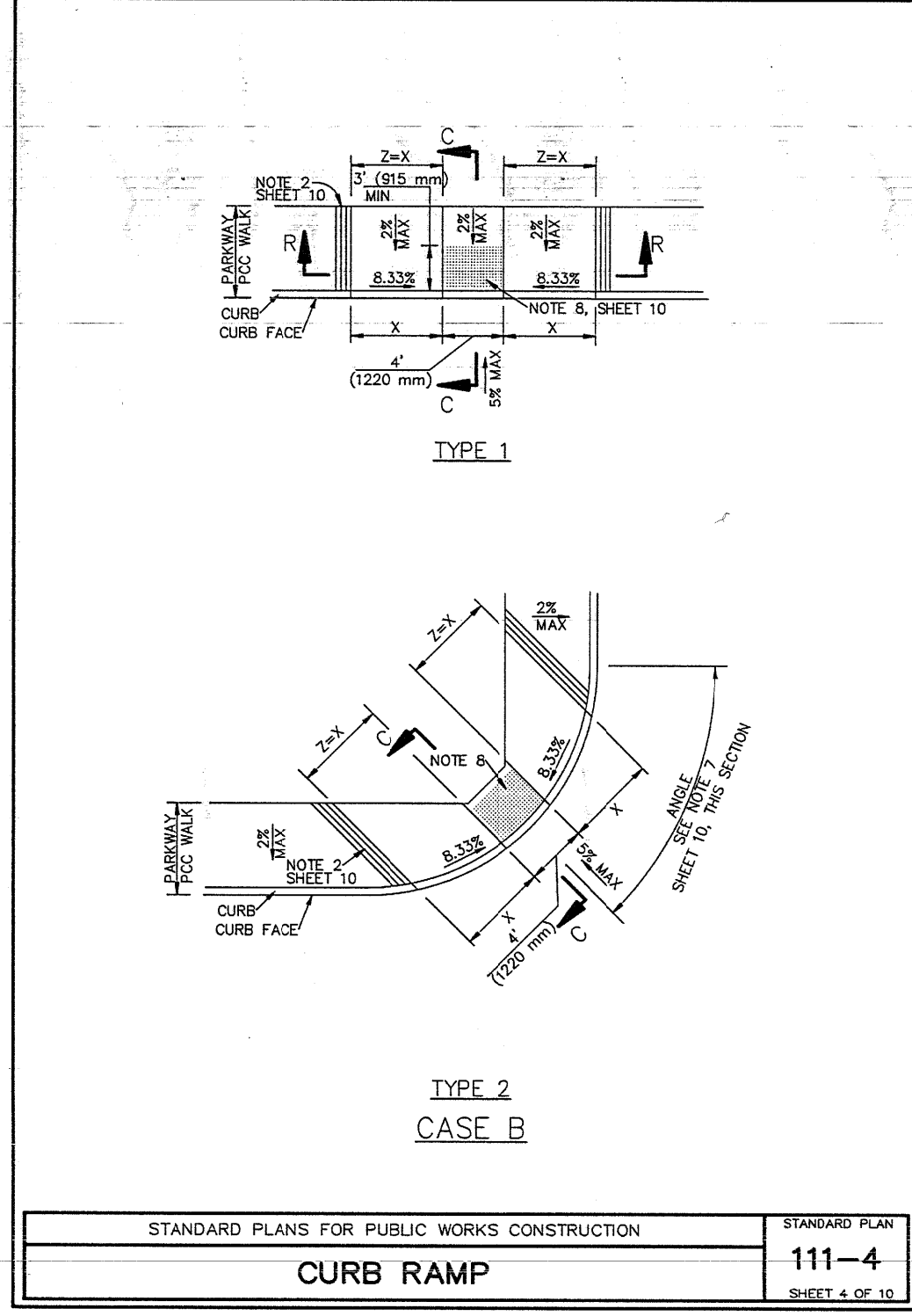
- ALL WORK SHALL CONFORM TO THE CITY OF MORENO VALLEY GRADING REGULATIONS, THE ADOPTED CALIFORNIA BUILDING CODE, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES ABOVE OR BELOW GROUND, SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGE TO ANY UTILITIES OR STRUCTURES CAUSED BY HIS/HER OPERATION.
- ADJACENT STREETS ARE TO BE CLEANED DAILY OF ALL DIRT AND DEBRIS THAT ARE THE RESULT OF OPERATION.
- DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
- HOURS OF OPERATION ARE 7:00 AM - 7:00 PM MONDAY - FRIDAY; 8:00 AM - 4:00 PM (RESIDENTIAL), SATURDAY BY PRIOR APPOINTMENT ONLY. NO WORK ON SUNDAY OR PUBLIC HOLIDAY WITHOUT PRIOR CITY APPROVAL.
- THE CITY PUBLIC WORKS DEPT SHALL BE CONTACTED AT (951) 413-3120 TO SCHEDULE A PRE-GRADING MEETING 48 HOURS PRIOR TO BEGINNING OF GRADING.
- ALL GRADING SHALL BE COMPLETED UNDER THE SUPERVISION OF A REGISTERED SOILS ENGINEER OF RECORD IN CONFORMANCE WITH RECOMMENDATIONS OF THE PRELIMINARY SOILS INVESTIGATION BY _____ DATED _____
- TWO SETS OF THE FINAL SOILS REPORT SHALL BE SUBMITTED TO THE ENGINEERING DEPT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. THE SOILS REPORT SHALL REFLECT THE FACT THAT THE COMPACTION HAS BEEN OBTAINED NOT ONLY IN THE BUILDING PAD LOCATIONS, BUT IN THE REMAINDER OF THE SITE, INCLUDING THE SLOPES. FINAL SOILS GRADING CERTIFICATION SHALL BE SUBMITTED BY THE SOILS ENGINEER OF RECORD THAT THE FINAL GRADING CONFORMS TO APPENDIX J OF THE CALIFORNIA BUILDING CODE (CBC) AND THE APPROVED GRADING PLAN.
- ALL SLOPES SHALL BE A MAXIMUM OF 2:1, CUT OR FILL, UNLESS OTHERWISE RECOMMENDED BY REGISTERED SOILS ENGINEER AND APPROVED BY THE CITY ENGINEER.
- ALL PADS AND SWALES SHALL DRAIN A MINIMUM OF 2%, ADJACENT TO AND WITHIN 10' OF A BUILDING, THEN A MINIMUM OF 1% TO THE STREET OR DRIVES.
- ALL TRENCH BACKFILLS SHALL BE TESTED AND CERTIFIED BY THE SOILS ENGINEER OF RECORD TO NOT LESS THAN 90% MAXIMUM DENSITY AS DETERMINED BY ASTM SOIL COMPACTION TEST D1557. THE TOP 1.5 FT. OF SUBGRADE BELOW THE STREET PAVEMENT STRUCTURAL SECTION SHALL BE COMPACTED TO 95% RELATIVE COMPACTION.
- SEPARATE PERMITS SHALL BE REQUIRED FOR ANY IMPROVEMENT WORK WITHIN THE PUBLIC RIGHT OF WAY.
- CUT SLOPES GREATER THAN 5 FEET IN VERTICAL HEIGHT, AND FILL SLOPES GREATER THAN 3 FEET IN VERTICAL HEIGHT SHALL BE PLANTED WITH APPROVED GROUND COVER OR OTHER APPROVED SLOPE EROSION CONTROL METHOD TO PROTECT SLOPE FROM EROSION AND INSTABILITY IN ACCORDANCE WITH THE GRADING REGULATIONS.
- SEPARATE PERMITS FROM THE BUILDING DEPT SHALL BE REQUIRED FOR ALL WALLS AND FENCES.
- SEPARATE PERMITS FROM THE BUILDING DEPT SHALL BE REQUIRED FOR ALL ONSITE WATER AND SEWER INSTALLATIONS.
- ALL SLOPES ADJACENT TO THE PUBLIC RIGHT OF WAY SHALL BE SET BACK 2 FEET IF HEIGHT IS LESS THAN 10 FEET, AND 3 FEET IF HEIGHT IS GREATER THAN 10 FEET.
- DAMAGED OR ALTERED PUBLIC IMPROVEMENTS SHALL BE REPAIRED OR REPLACED AS REQUIRED BY THE CITY ENGINEER.
- AN "AS - BUILT" GRADING PLAN SHALL BE SUBMITTED AT THE COMPLETION OF WORK, AND PRIOR TO THE ISSUANCE OF THE OCCUPANCY PERMIT.
- CERTIFICATION BY THE RCE OF RECORD THAT THE ROUGH GRADING SOIL COMPACTION HAS BEEN COMPLETED PER ITEMS 7, 8, AND 11 AND THE SITE CONFORMS TO THIS PLAN AS TO LINE AND GRADE SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.
- THE RCE OF RECORD SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING DURING CONSTRUCTION, THE RCE OF RECORD SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY ENGINEER.
- ALL IMPORTED SOIL SHALL HAVE A CERTIFICATE GIVEN TO THE CITY ENGINEER STATING THAT THE SOIL IS FREE FROM CONTAMINANTS BEFORE SOIL IS UNLOADED.

I HEREBY STATE THAT THIS PLAN WAS PREPARED UNDER MY SUPERVISION AND THAT IT CONFORMS TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE (CBC) AS MODIFIED BY CITY OF MORENO VALLEY ORDINANCES, THE INTERIM GUIDELINES, AND THE PRELIMINARY SOILS REPORT PREPARED FOR THIS PROJECT.

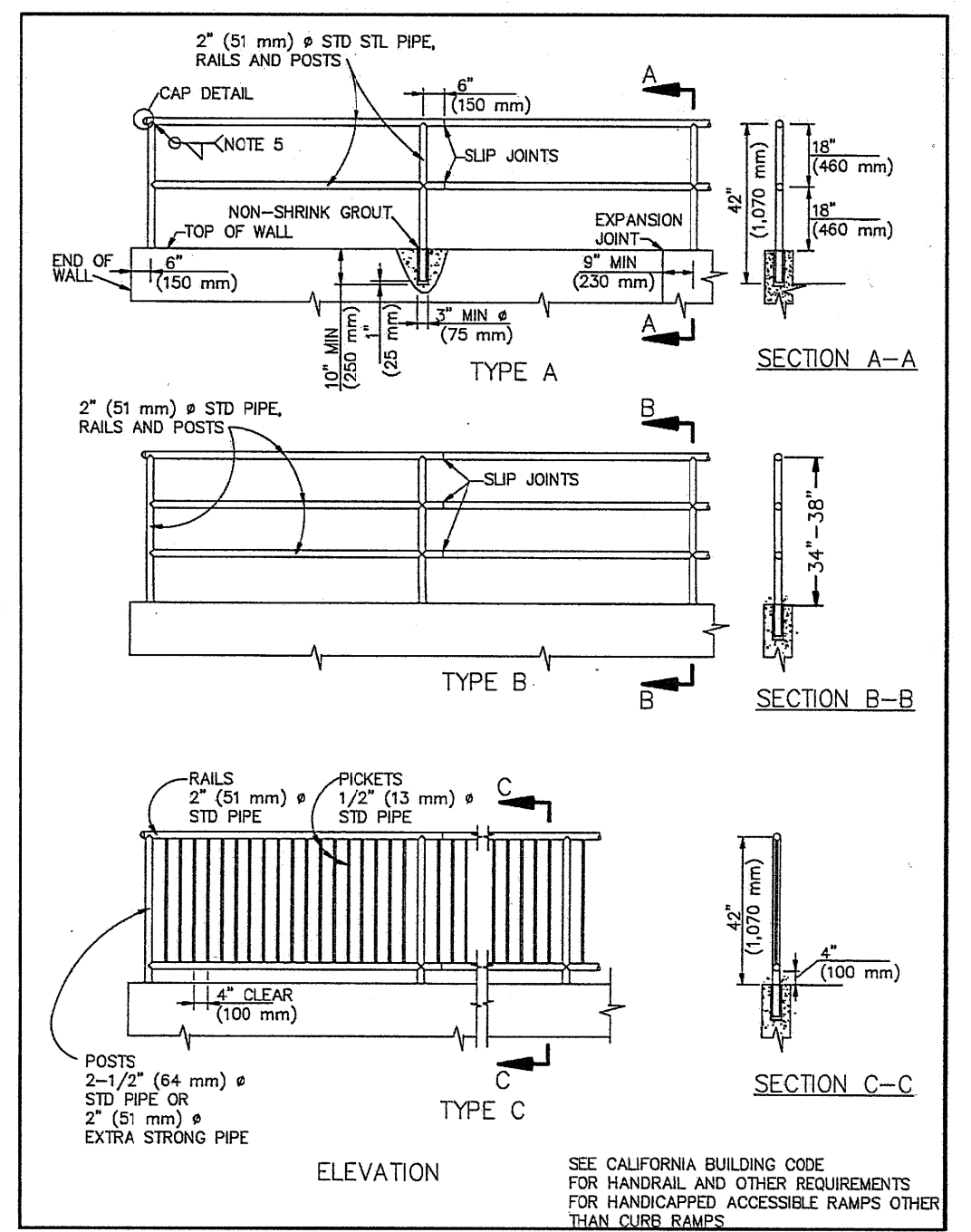
NAME _____ DATE _____
RCE # _____



10 CROSS GUTTER DETAIL
N.T.S.



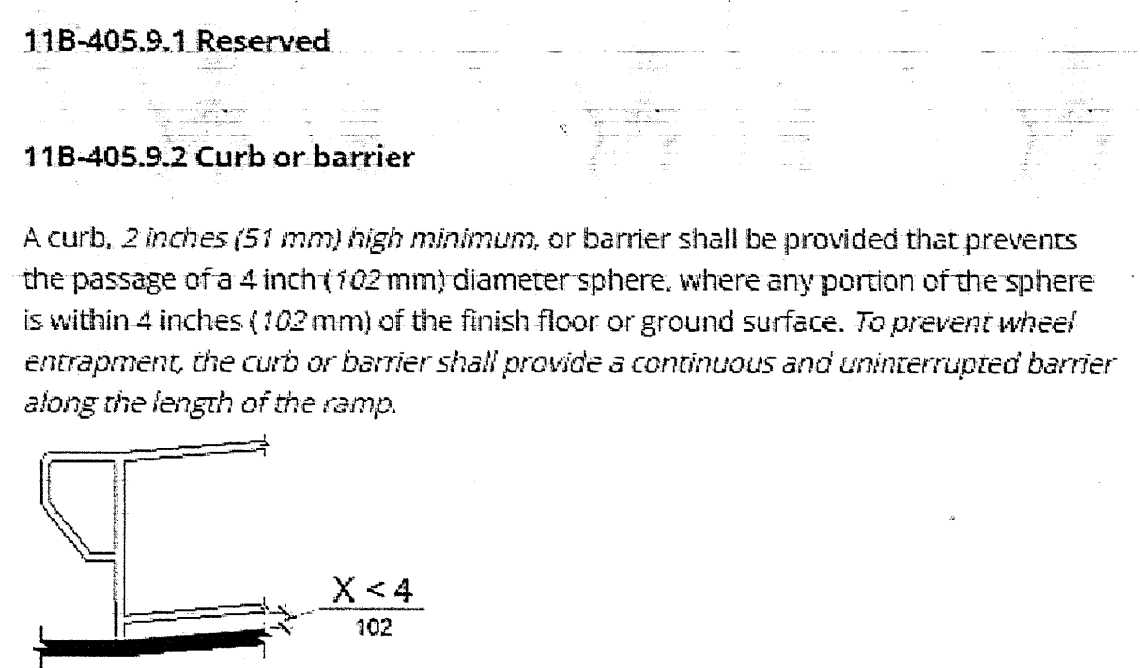
11B CBC DETAILS
N.T.S.



7 METAL HAND RAILINGS DETAIL
N.T.S.

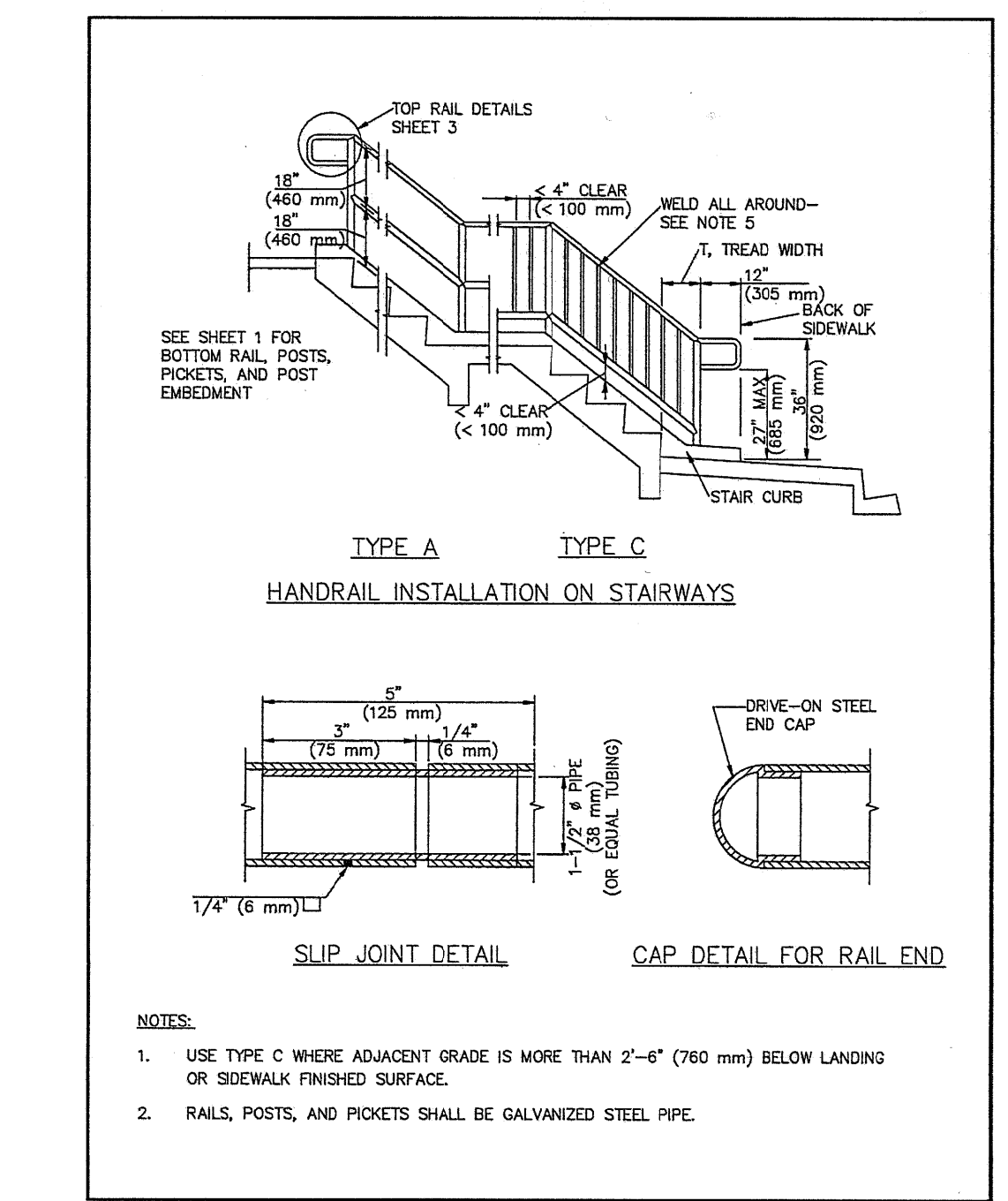
11B-405.9 Edge protection
Edge protection complying with Section 11B-405.9.2 shall be provided on each side of ramp runs and at each side of ramp landings.

- Exceptions:**
- Edge protection shall not be required on ramps that are not required to have handrails and have sides complying with Section 11B-406.2.2.
 - Edge protection shall not be required on the sides of ramp landings serving an adjoining ramp run or stairway.
 - Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of 1/2 inch (12.7 mm) maximum within 10 inches (254 mm) horizontally of the minimum landing area specified in Section 11B-405.7.



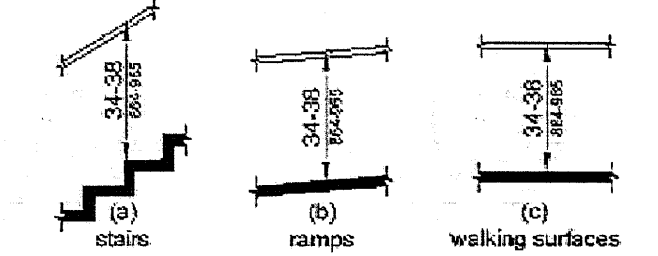
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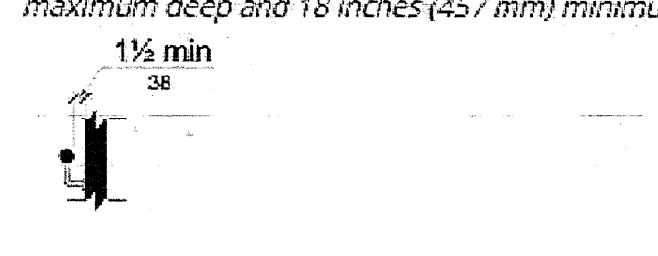


7 METAL HAND RAILINGS DETAIL
N.T.S.

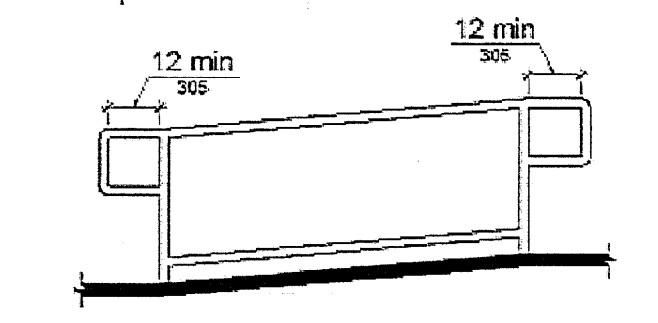
11B-505.4 Height
Top of gripping surfaces of handrails shall be 34 inches (864 mm) minimum and 38 inches (965 mm) maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.



11B-505.5 Clearance
Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches (38 mm) minimum. Handrails may be located in a recess if the recess is 3 inches (76 mm) maximum deep and 18 inches (457 mm) minimum clear above the top of the handrail.

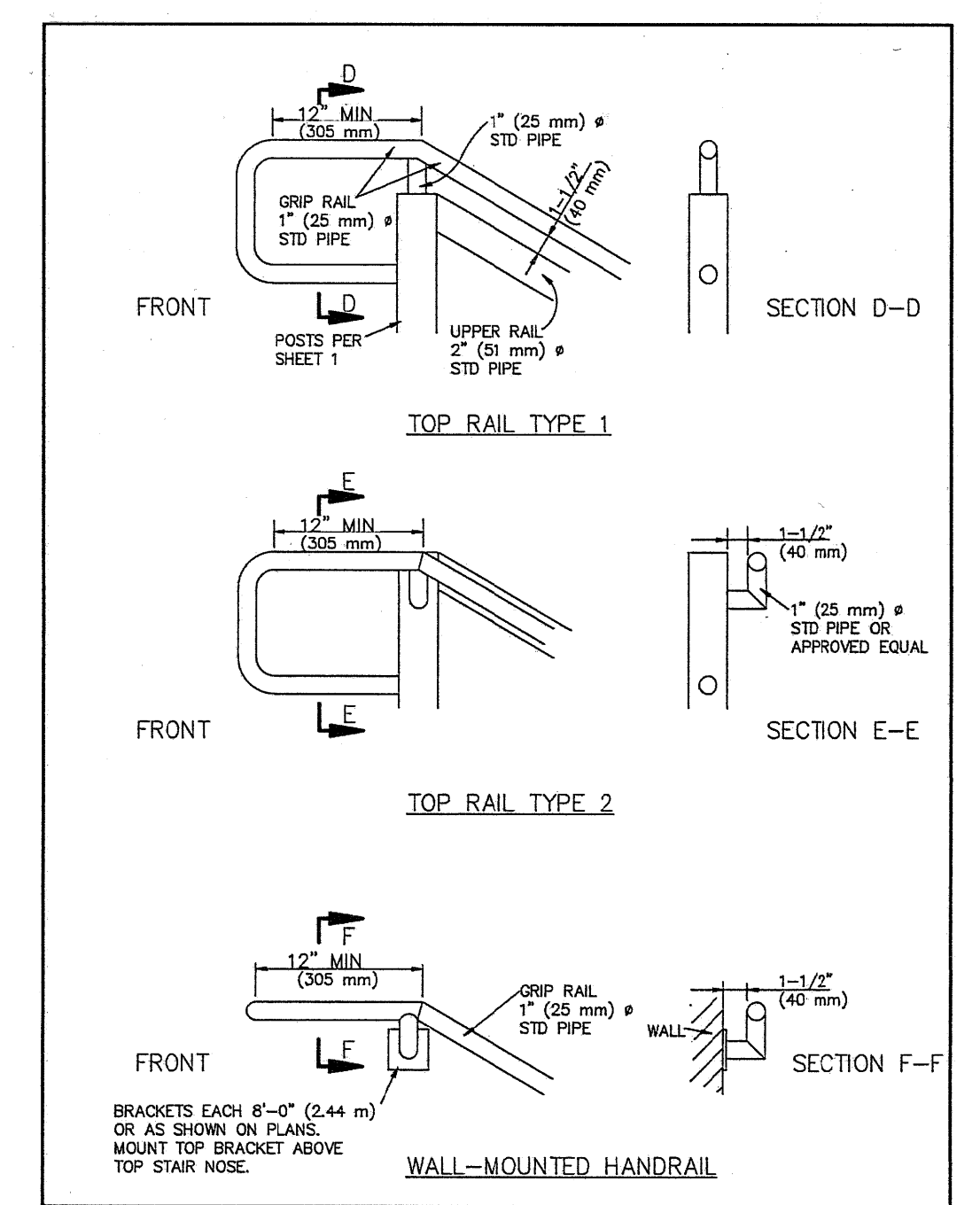


11B-505.10.1 Top and bottom extension at ramps
Ramp handrails shall extend horizontally above the landing for 12 inches (305 mm) minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.



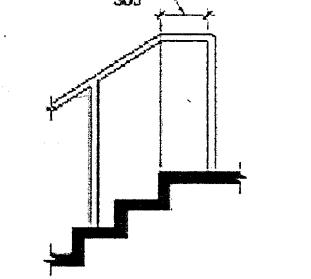
11B CBC DETAILS
N.T.S.

11B CBC DETAILS
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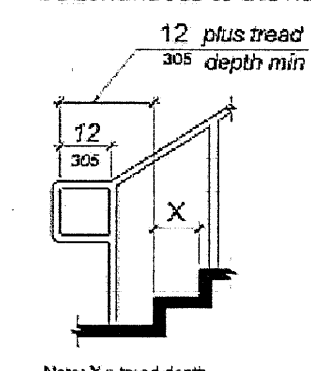


7 METAL HAND RAILINGS DETAIL
N.T.S.

11B-505.10.2 Top extension at stairs
At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches (305 mm) minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.



11B-505.10.3 Bottom extension at stairs
At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance equal to one tread depth beyond the last riser nosing. The horizontal extension of a handrail shall be 12 inches (305 mm) long minimum and a height equal to that of the sloping portion of the handrail as measured above the stair nosings. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.



11B CBC DETAILS
N.T.S.

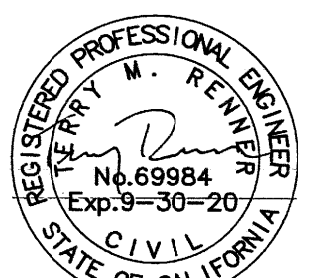
11B CBC DETAILS
N.T.S.

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RIVERSIDE, CA 92507
(951) 680-0440
(951) 680-0490 FAX

TERRY M. FENNER R.C.E. No. 69984

DRAWN BY: ML
DESIGNED BY: TR
CHECKED BY: TR
RECOMMENDED BY: [Signature]

RECOMMENDED BY: [Signature]
MICHAEL D. LLOYD, PE
ENGINEERING DIVISION MANAGER/
ASSISTANT CITY ENGINEER, RCE 69563

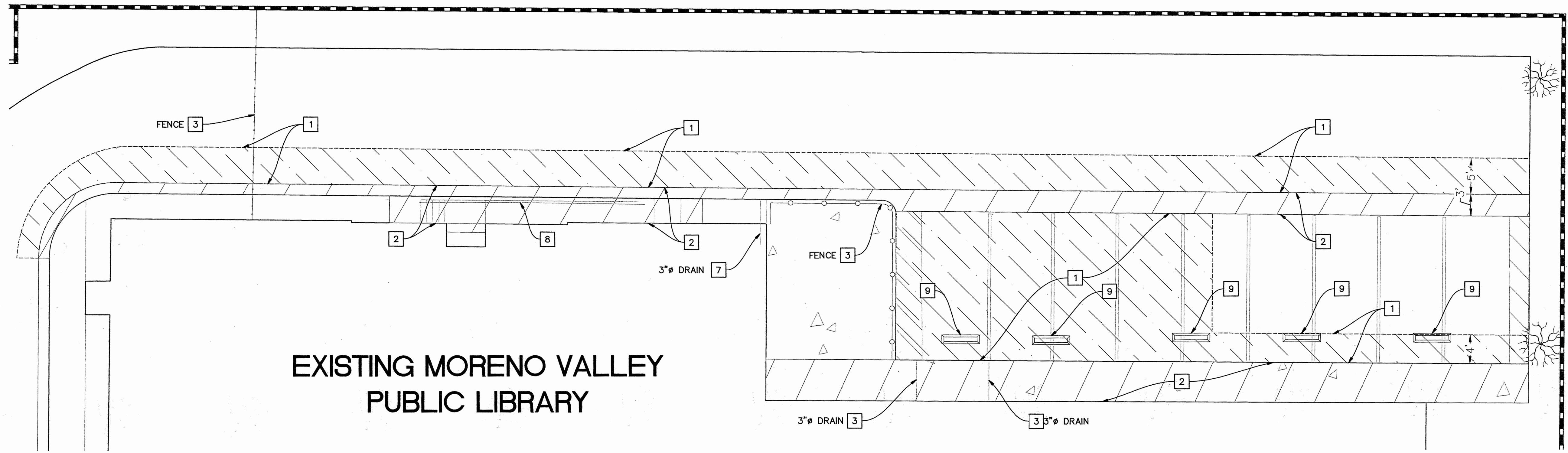
APPROVED BY: [Signature]
MICHAEL L. WOLFE, PE
PUBLIC WORKS DIRECTOR/CITY ENGINEER
RCE 65623

DATE: 12/5/19
DATE: 12/6/19

CITY OF MORENO VALLEY

25480 ALESSANDRO BLVD
ADA PARKING AND ACCESSIBLE ROUTE UPGRADES
GENERAL NOTES

SHEET **3**
OF 10 SHEETS
CIP NO. 803 0039



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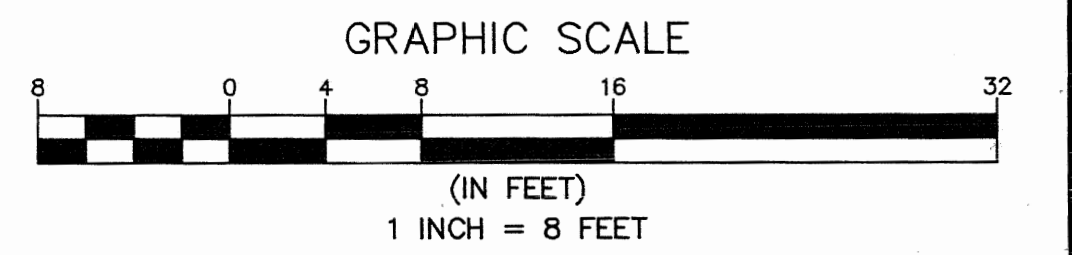
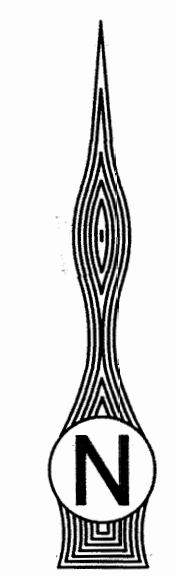
DEMOLITION NOTES:

- 1 SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND SUBGRADE AS REQUIRED.
- 2 SAWCUT AND REMOVE EXISTING PCC CURB, GUTTER, AND/OR SIDEWALK AS REQUIRED.
- 3 PROTECT IN PLACE.
- 4 REMOVE EXISTING STRIPING.
- 5 REMOVE AND SALVAGE EXISTING SIGN.
- 6 REMOVE AND RELOCATE EXISTING BIKE RACK PER GRADING PLAN.
- 7 REMOVE AND RELOCATE EXISTING PIPE PER GRADING PLAN.
- 8 REMOVE EXISTING HANDRAIL.
- 9 REMOVE AND SALVAGE EXISTING CONCRETE PARKING BUMPER.

LEGEND:

- ASPHALT CONCRETE REMOVAL
- PCC SIDEWALK REMOVAL

CITY OF MORENO VALLEY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION
REVIEWED FOR CODE COMPLIANCE

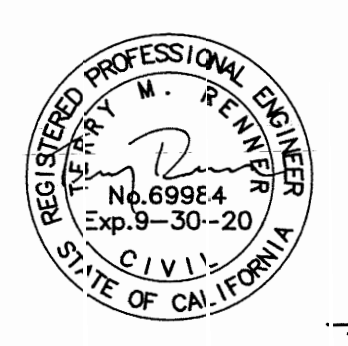


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			BUILDING & SAFETY SUPERVISOR REVIEWED	12/4/19	



TKE ENGINEERING

TERRY M. RENNER R.C.E. No. 69984

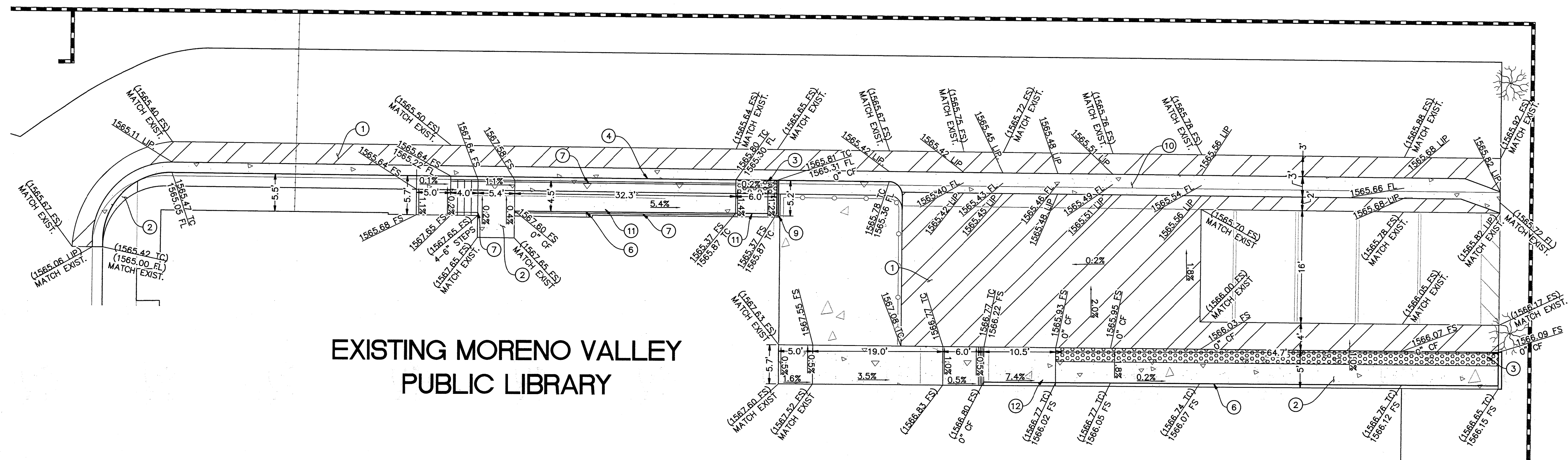
TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
(951) 680-0490 FAX

DRAWN BY:	ML	RECOMMENDED BY:		12/5/19	DATE
DESIGNED BY:	TR	MICHAEL D. LLOYD, PE ENGINEERING DIVISION MANAGER/ ASSISTANT CITY ENGINEER, RCE 69563			
CHECKED BY:	TR	APPROVED BY:		12/6/19	DATE
RECOMMENDED BY:		MICHAEL L. WOLFE, PE PUBLIC WORKS DIRECTOR/CITY ENGINEER RCE 65623			

CITY OF MORENO VALLEY

25480 ALESSANDRO BLVD
ADA PARKING AND ACCESSIBLE ROUTE UPGRADES
DEMOLITION PLAN

SHEET
5
OF 10 SHEETS
CIP NO.
803 0039



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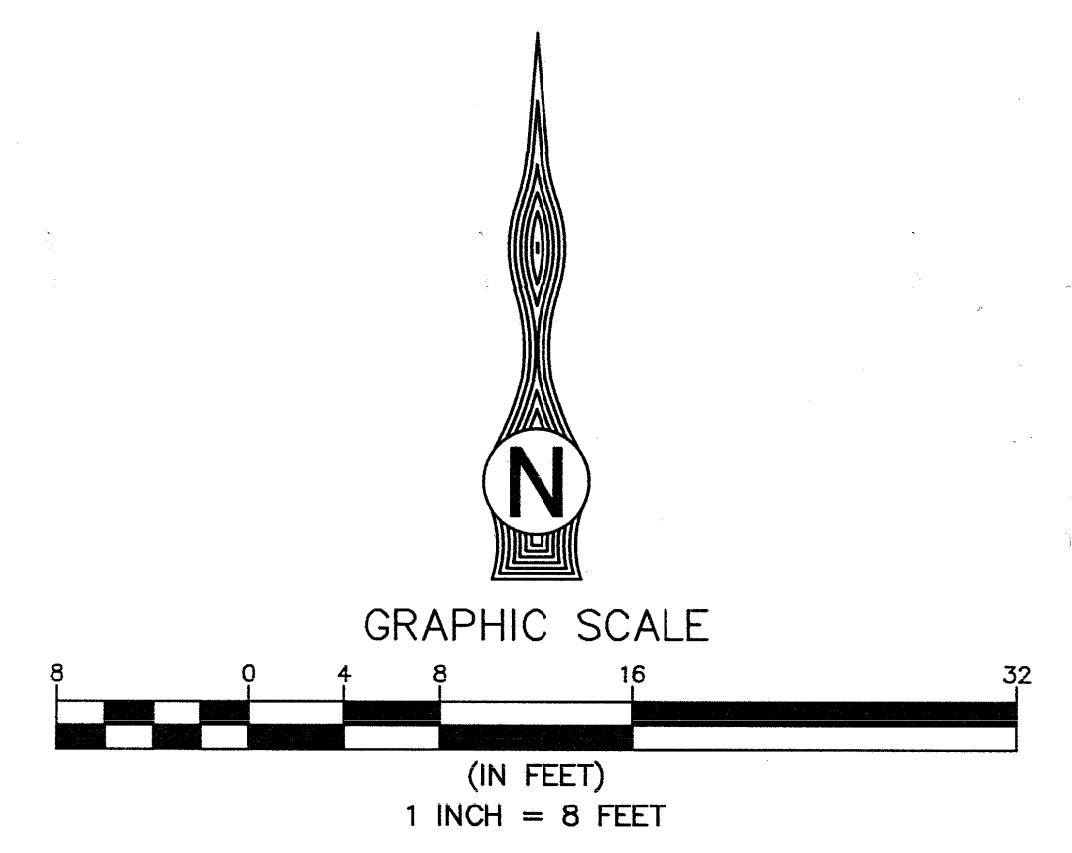
CONSTRUCTION NOTES:

- ① CONSTRUCT 3" ASPHALT CONCRETE PAVEMENT OVER 4" OF CLASS II AGGREGATE BASE.
- ② CONSTRUCT 4" PCC SIDEWALK, WIDTH AS NOTED.
- ③ CONSTRUCT DETECTABLE WARNING SURFACE PER CITY OF MORENO VALLEY STANDARD PLANS, STANDARD PLAN NO. MVS1-114C-1.
- ④ CONSTRUCT 6" TYPE 6 INTEGRAL CURB AND GUTTER PER CITY OF MORENO VALLEY STANDARD PLANS, STANDARD PLAN NO. MVS1-120-A-0. MODIFY CURB HEIGHT TO MATCH EXISTING CURB HEIGHT.
- ⑤ CONSTRUCT 6" PCC TYPE 6A CURB PER CITY OF MORENO VALLEY STANDARD PLANS, STANDARD PLAN NO. MVS1-121A-0.
- ⑥ CONSTRUCT RETAINING CURB PER RETAINING CURB DETAIL ON SHEET 10.
- ⑦ CONSTRUCT METAL HANDRAILS TYPE B PER METAL HAND RAILINGS DETAILS AND 11B CBC DETAILS ON SHEET 03.
- ⑧ RELOCATE BIKE RACK.
- ⑨ RELOCATE STORM DRAIN PIPE.
- ⑩ CONSTRUCT 3' WIDE CROSS GUTTER PER CROSS GUTTER DETAIL ON SHEET 03.
- ⑪ CONSTRUCT ACCESS RAMP TYPE 1, PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC) STANDARD PLAN NO. 111-4 ON SHEET 03.
- ⑫ CONSTRUCT MODIFIED ACCESS RAMP TYPE 1, PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC) STANDARD PLAN NO. 111-4 ON SHEET 03.

LEGEND:

- PROPOSED ASPHALT CONCRETE
- PROPOSED PCC SIDEWALK

CITY OF MORENO VALLEY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION
REVIEWED FOR CODE COMPLIANCE

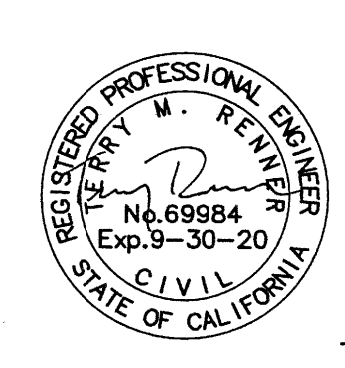


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RIVERSIDE, CA 92507
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(951) 680-0490 FAX

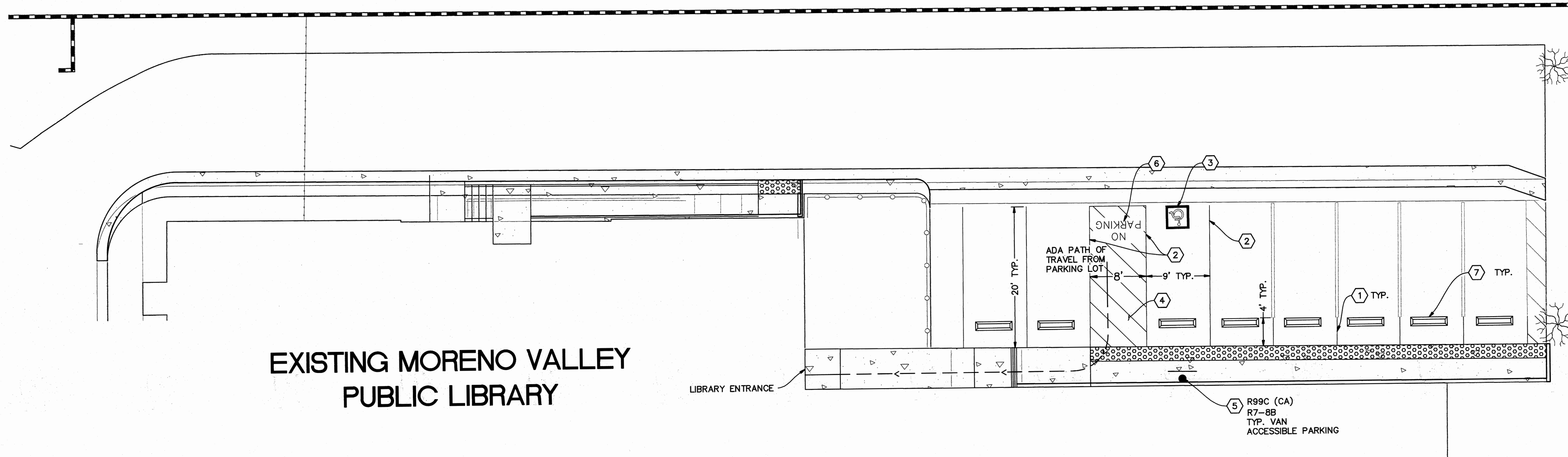
Terry M. Renner
TERRY M. RENNEN R.C.E. No. 69984

DRAWN BY:	ML	RECOMMENDED BY:	<i>Michael D. Lloyd</i>	12/5/19
DESIGNED BY:	TR		MICHAEL D. LLOYD, PE ENGINEERING DIVISION MANAGER/ ASSISTANT CITY ENGINEER, RCE 69563	DATE
CHECKED BY:	TR	APPROVED BY:	<i>Michael L. Wolfe</i>	12/6/19
RECOMMENDED BY:			MICHAEL L. WOLFE, PE PUBLIC WORKS DIRECTOR/CITY ENGINEER RCE 65623	DATE

CITY OF MORENO VALLEY

25480 ALESSANDRO BLVD
ADA PARKING AND ACCESSIBLE ROUTE UPGRADES
GRADING PLAN

SHEET
7
OF 10 SHEETS
CIP NO.
803 0039



**EXISTING MORENO VALLEY
PUBLIC LIBRARY**

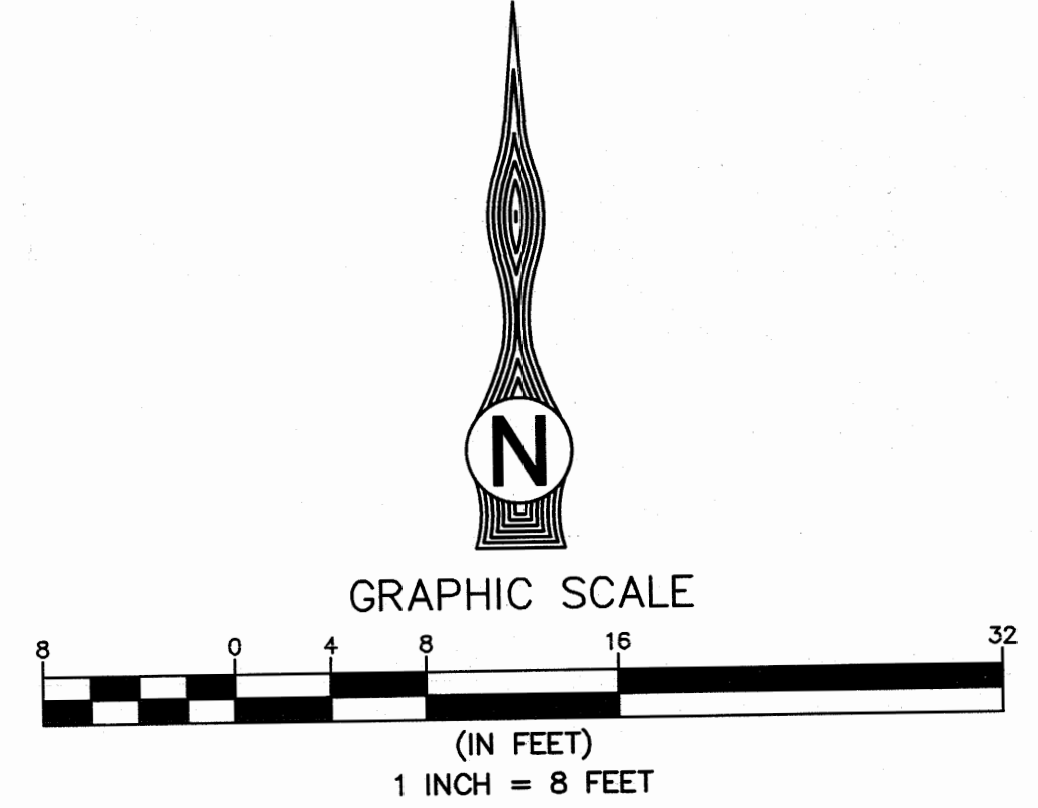
**SEPERATE PERMIT
TO BE CONSTRUCTED AT
A LATER DATE**

SIGNING AND STRIPING NOTES:

- ① APPLY PAINT, 4" SOLID WHITE STRIPE.
- ② APPLY PAINT, 4" SOLID BLUE STRIPE.
- ③ APPLY PAINT, INTERNATIONAL SYMBOL OF ACCESSIBILITY PER PARKING STALL DETAILS ON SHEET 10.
- ④ APPLY PAINT, 4" DIAGONAL BLUE SOLID STRIPE EVERY 3' O.C.
- ⑤ FURNISH AND INSTALL SIGN AS NOTED AND PER SIGN DETAILS ON SHEET 10.
- ⑥ PAINT THE WORDS "NO PARKING" ON THE GROUND WITHIN EACH LOADING AND UNLOADING ACCESS AISLE. THIS NOTE SHALL BE PAINTED IN WHITE LETTERS NO LESS THAN 12" HIGH AND LOCATED SO THAT IT IS VISIBLE TO TRAFFIC ENFORCEMENT OFFICIALS.
- ⑦ INSTALL CONCRETE PARKING BUMPER PER PARKING BUMPER DETAIL ON SHEET 10.

LEGEND:

- PROPOSED PCC SIDEWALK
 - ADA PATH OF TRAVEL
- REVIEWED FOR CODE COMPLIANCE

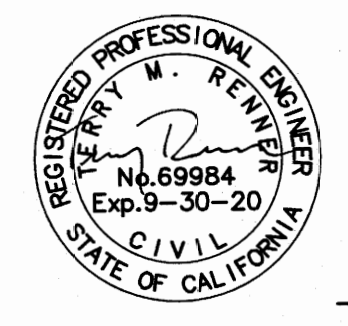


NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

DIGALERT

CALL
811 or
1-800-422-4133
2 Working Days Before You Dig
WWW.CALL811.COM

REVISIONS					
MARK	DATE	INITIAL	DESCRIPTION	DATE	APPROVED
			BUILDING & SAFETY SUPERVISOR REVIEW	11/4/19	



TKE ENGINEERING

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
(951) 680-0490 FAX

TERRY M. RENNER R.C.E. No. 69984 11/21/19

DRAWN BY: ML
DESIGNED BY: TR
CHECKED BY: TR
RECOMMENDED BY:

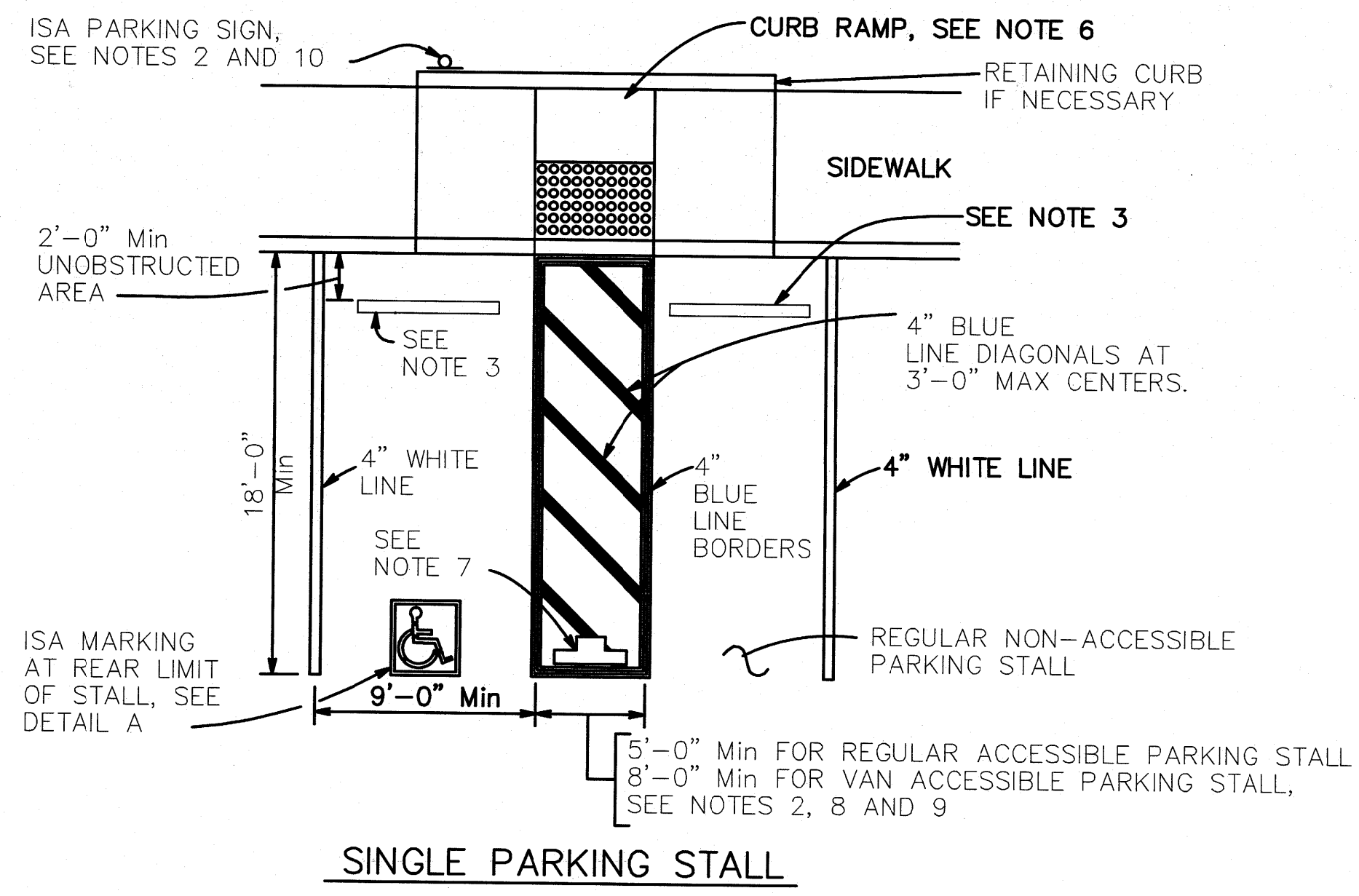
RECOMMENDED BY:
MICHAEL D. LLOYD, PE
ENGINEERING DIVISION MANAGER/
ASSISTANT CITY ENGINEER, RCE 69563
DATE 12/5/19

APPROVED BY:
MICHAEL L. WOLFE, PE
PUBLIC WORKS DIRECTOR/CITY ENGINEER
RCE 65623
DATE 12/6/19

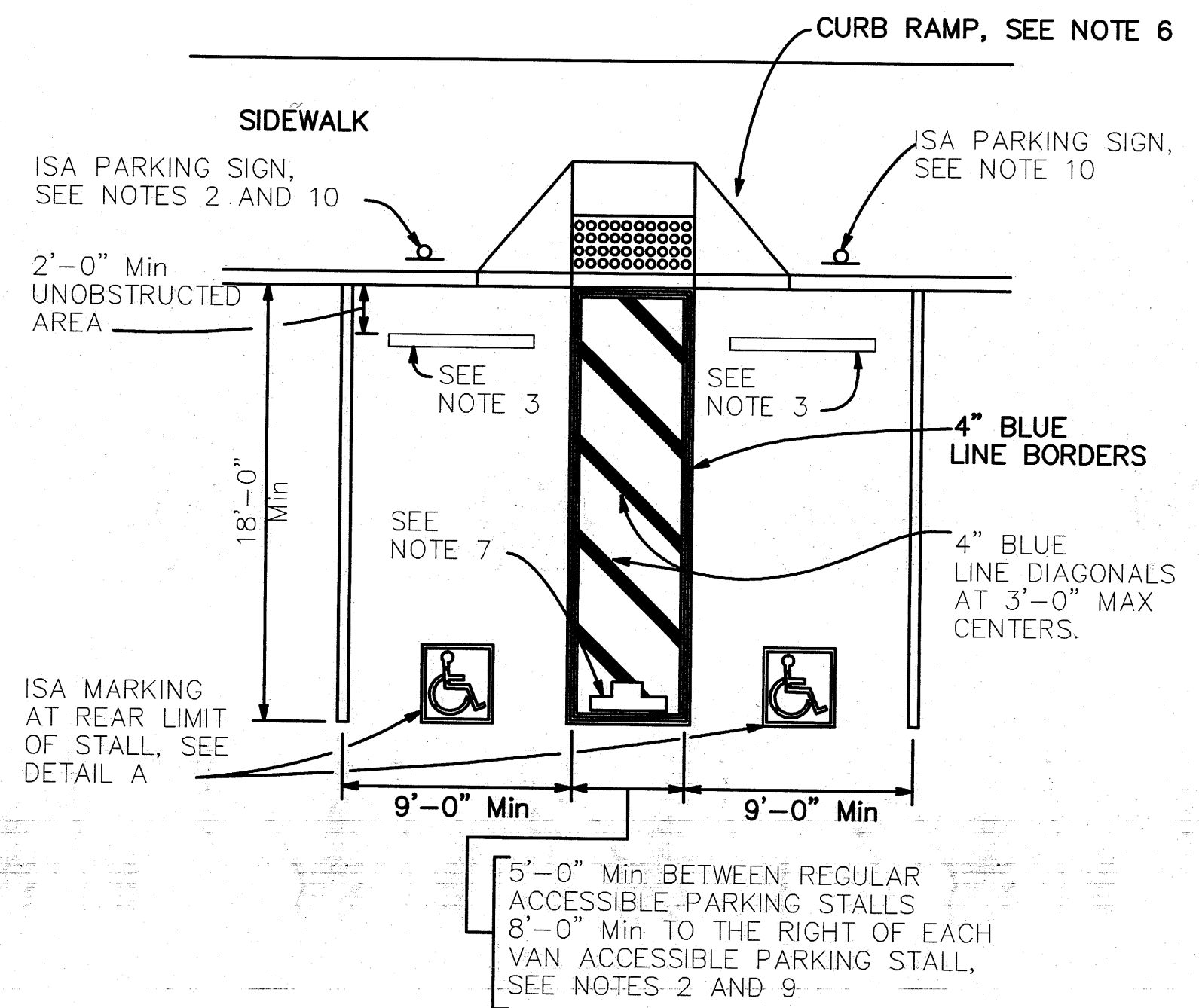
CITY OF MORENO VALLEY

25480 ALESSANDRO BLVD
ADA PARKING AND ACCESSIBLE ROUTE UPGRADES
SIGNING AND STRIPING PLAN

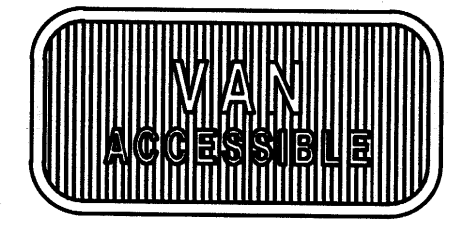
SHEET
9
OF 10 SHEETS
CIP NO.
803 0039



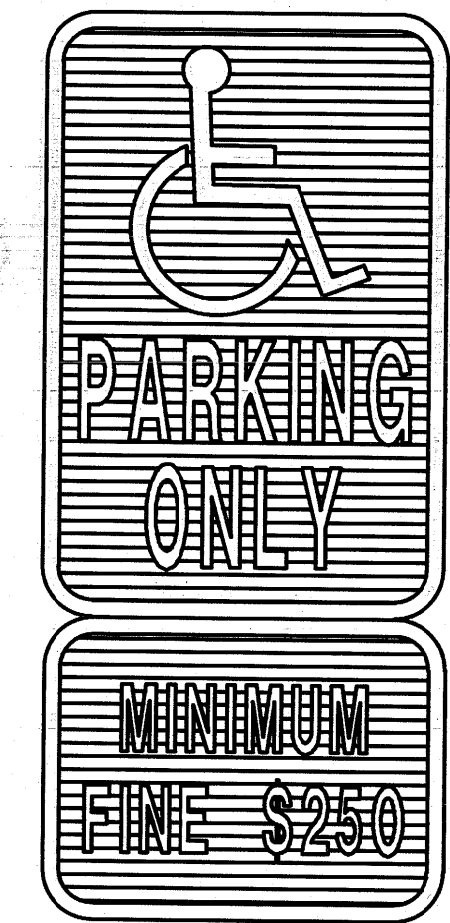
SINGLE PARKING STALL



DOUBLE PARKING STALL

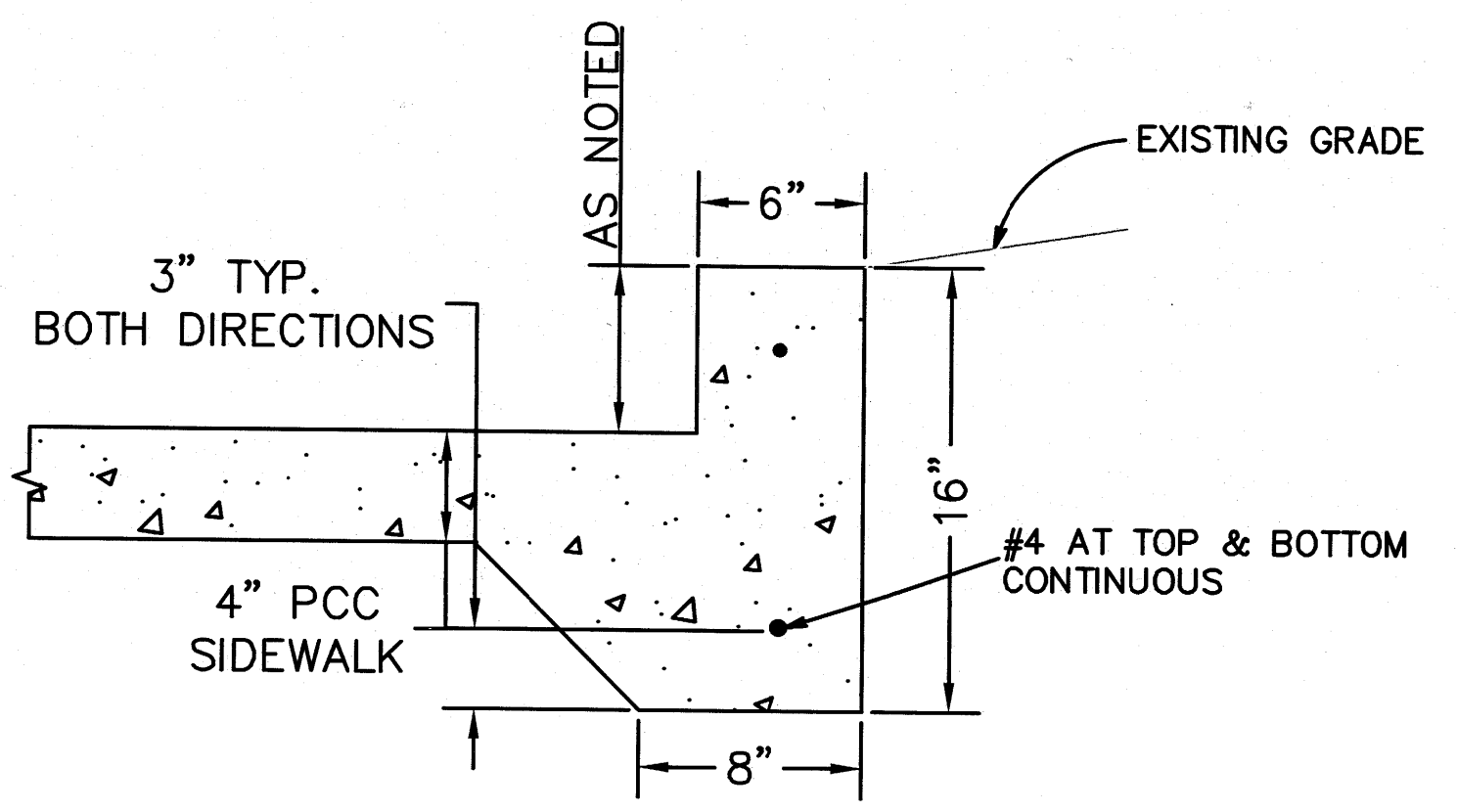


SIGN R7-8B
SEE NOTES 2 AND 5

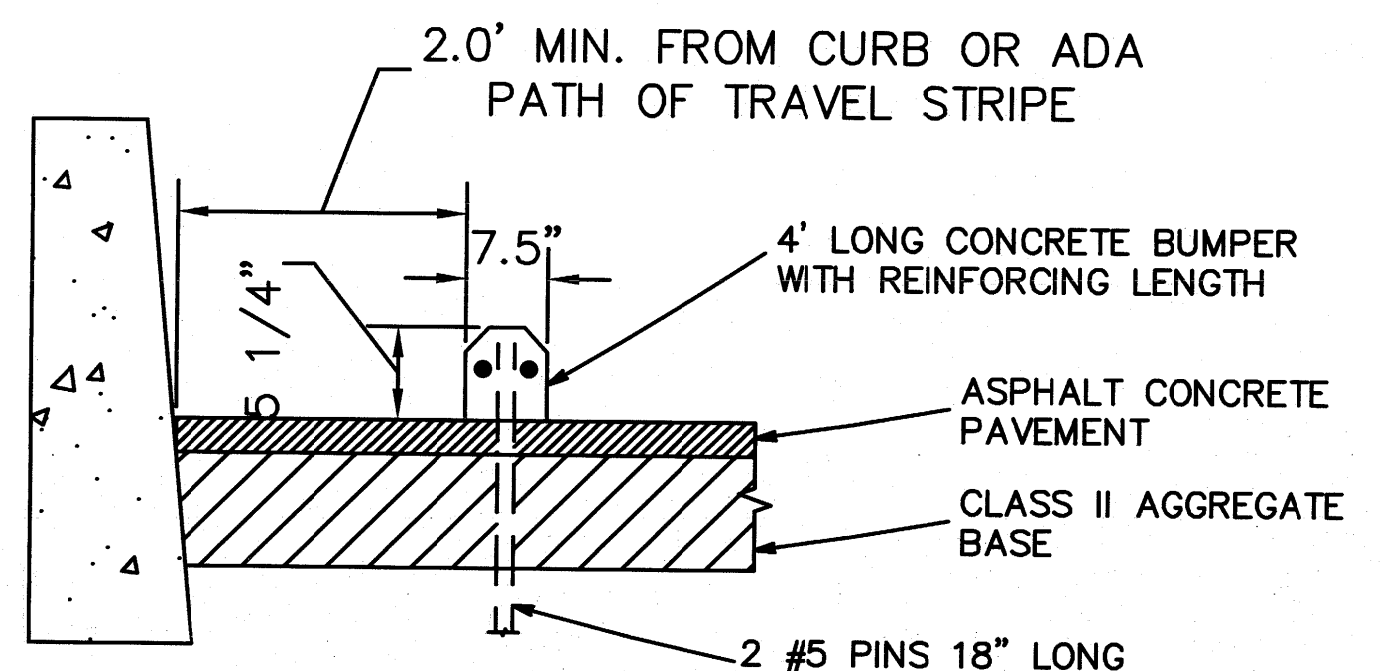


SIGN R99C (CA)
SEE NOTE 5

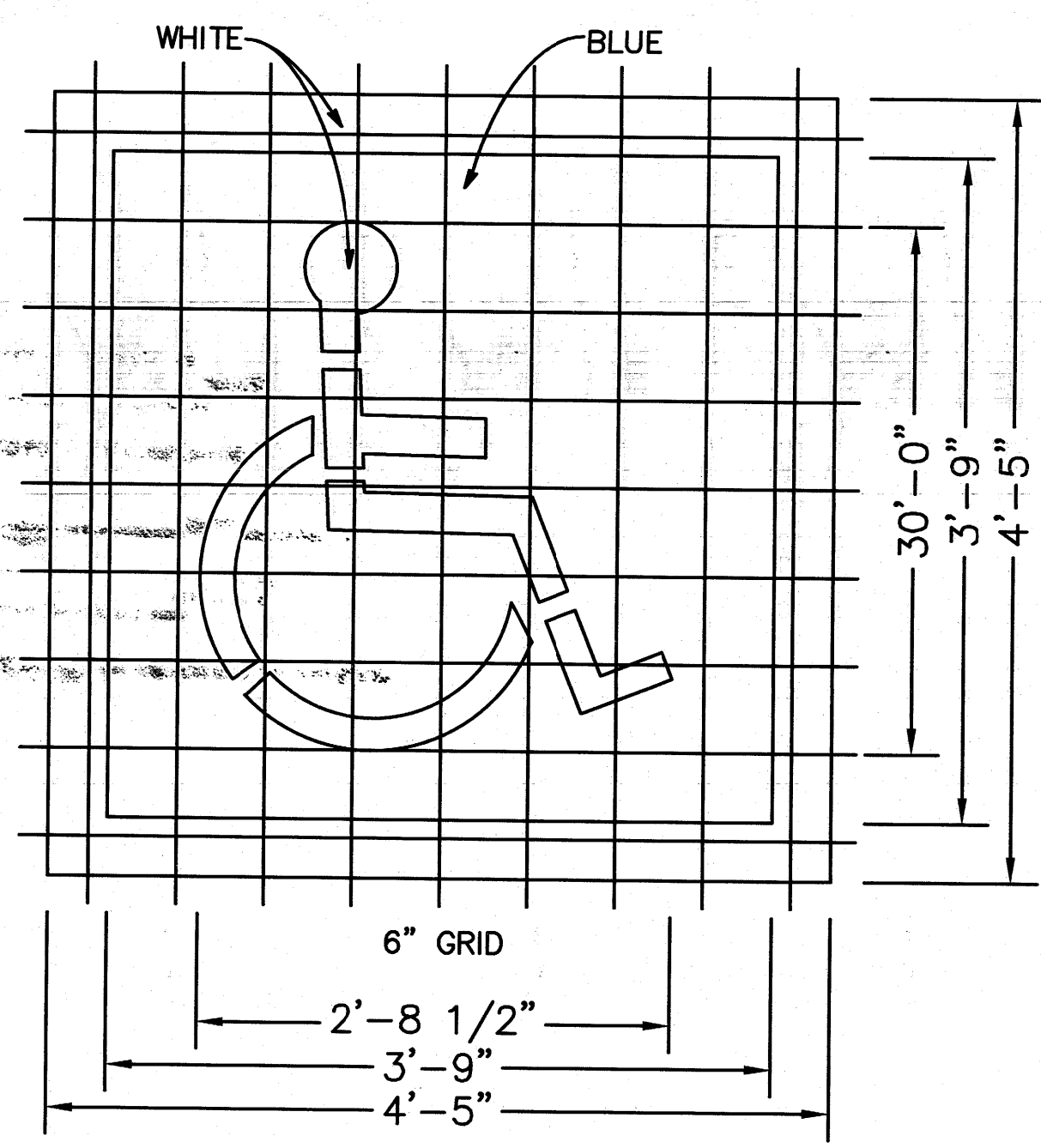
5 OFF-STREET PARKING SIGNS
(PARKING LOT OR GARAGE)
SEE NOTE 5



6 RETAINING CURB DETAIL



7 PARKING BUMPER DETAIL



6 ISA MARKING
STANDARD PLAN A24C
DETAIL A

NOTES:

1. ACCESSIBLE PARKING SPACES SERVING A PARTICULAR BUILDING SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL FROM ADJACENT PARKING TO AN ACCESSIBLE ENTRANCE. IN PARKING FACILITIES THAT DO NOT SERVE A PARTICULAR BUILDING, ACCESSIBLE PARKING SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL TO AN ACCESSIBLE PEDESTRIAN ENTRANCE OF THE PARKING FACILITY.
2. ONE IN EVERY SIX ACCESSIBLE OFF-STREET PARKING STALLS, BUT NOT LESS THAN ONE, SHALL BE SERVED BY AN ACCESSIBLE AISLE OF 8'-0" MINIMUM WIDTH AND SHALL BE SIGNED VAN ACCESSIBLE. THE R7-8B SIGN SHALL BE MOUNTED BELOW THE R99C (CA) SIGN.
3. IN EACH PARKING STALL, A CURB OR PARKING BUMPER SHALL BE PROVIDED IF REQUIRED TO PREVENT ENCROACHMENT OF VEHICLES OVER THE REQUIRED WIDTH OF WALKWAYS. PARKING STALLS SHALL BE SO LOCATED THAT PERSONS WITH DISABILITIES ARE NOT COMPELLED TO WHEEL OR WALK BEHIND PARKED VEHICLES OTHER THAN THEIR OWN.
4. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1.5% IN ALL DIRECTIONS.
5. WHERE SIGN R99C (CA) OR SIGN R7-8B ARE INSTALLED, THE BOTTOM OF THE SIGN SHALL BE A MINIMUM OF 7'-0" ABOVE THE SURROUNDING SURFACE.
6. CURB RAMP SHALL CONFORM TO THE DETAILS SHOWN ON CALTRANS REVISED STANDARD PLAN RSP A88A.
7. THE WORDS "NO PARKING", SHALL BE PAINTED IN WHITE LETTERS NO LESS THAN 1'-0" HIGH AND LOCATED SO THAT IT IS VISIBLE TO TRAFFIC ENFORCEMENT OFFICIALS. SEE CALTRANS STANDARD PLAN A90B FOR DETAILS OF THE "NO PARKING" PAVEMENT MARKING.
8. WHERE A SINGLE (NON-VAN) ACCESSIBLE PARKING SPACE IS PROVIDED, THE LOADING AND UNLOADING ACCESS AISLE SHALL BE ON THE PASSENGER SIDE OF THE VEHICLE AS THE VEHICLE IS GOING FORWARD INTO THE PARKING SPACE.
9. WHERE A VAN ACCESSIBLE PARKING SPACE IS PROVIDED, THE LOADING AND UNLOADING ACCESS AISLE SHALL BE 8'-0" WIDE MINIMUM, AND SHALL BE ON THE PASSENGER SIDE OF THE VEHICLE AS THE VEHICLE IS GOING FORWARD INTO THE PARKING SPACE.
10. ACCESSIBLE PARKING ONLY SIGN SHALL BE SIGN R99C (CA).

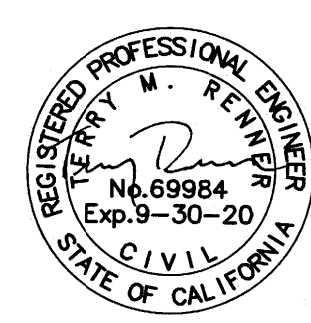
LEGEND

ISA = INTERNATIONAL SYMBOL OF ACCESSIBILITY
RSP = REGIONAL STANDARD PLAN

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
ACCESSIBLE PARKING
OFF-STREET
NO SCALE

CITY OF MORENO VALLEY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION
REVIEWED FOR CODE COMPLIANCE

MARK	DATE	INITIAL	DESCRIPTION	DATE	APP'D
			BUILDING & SAFETY SUPERVISOR REVIEW	12/4/19	



TKE ENGINEERING
TERRY M. RENNER R.C.E. No. 69984
11/21/19

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
(951) 680-0490 FAX

DRAWN BY: ML
DESIGNED BY: TR
CHECKED BY: TR
RECOMMENDED BY: MICHAEL D. LLOYD, PE
MICHAEL L. WOLFE, PE
DATE: 12/5/19
DATE: 12/6/19

CITY OF MORENO VALLEY
25480 ALESSANDRO BLVD
ADA PARKING AND ACCESSIBLE ROUTE UPGRADES
DETAIL SHEET
SHEET 10 OF 10 SHEETS
CIP NO. 803 0039

S:\CADD\128-07 Library ADA Improvements\Plan Set\128-07_100E.dwg

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
DIGALERT
CALL 811 or 1-800-422-4133
2 Working Days Before You Dig
WWW.CALL811.COM

Attachment: Main Library Contract - CDIG Project 803 0039 [Revision 1] (4172 - AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO INTERNATIONAL PAVING SERVICES, INC. FOR PARKING LO)

EXHIBIT B

INSURANCE REQUIREMENTS

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

SCOPE OF INSURANCE

The following policies of insurance are required:

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

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

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

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

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

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

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

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

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

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

\$1,000,000 per occurrence or claim

\$2,000,000 general or policy aggregate

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

\$1,000,000 per occurrence or claim

\$2,000,000 general or policy aggregate

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

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

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

ENDORSEMENTS

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

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

Primary / Non-Contributory - The General Liability (including ongoing operations and completed operations), Automobile Liability and Contractors Pollution Liability insurance policies shall be endorsed so Contractor's

Attachment: Main Library Contract -CDBG Project 803 0039 [Revision 1] (4172 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT

insurance shall be primary and no contribution shall be required of City, CSD, Authority, WRCOG (if TUMF funded) their officers, officials, employees and agents.

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

OTHER PROVISIONS

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

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

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

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

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

vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

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

Attachment: Main Library Contract -CDBG Project 803 0039 [Revision 1] (4172 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT

**EXHIBIT C
AGENCY'S RESPONSIBILITIES**

- A. The City of Moreno Valley is responsible for providing requests for service, access to sites to perform estimates and/or work, and organizing site visits.
- B. Provide escorts at sites that require the presence of a City employee during work periods.
- C. Provide purchase orders or other written authorization to confirm the approval of work.
- D. Provide materials when the scope of work so indicates.
- E. Fund all required City permits, excluding a City of Moreno Valley business license.

EXHIBIT D

FEDERAL REQUIREMENTS

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.

1. 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.)
2. 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.)
3. 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).
4. 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).
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.)
10. 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 E

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$81,866.00 over the total time period of the Agreement unless modified by an Amendment signed by all parties.
 - a. There shall be no charge for quotes or proposals.
 - b. There shall be no trip charge.
 - c. There shall be no fuel surcharge.
 - d. Parts shall be charged at no more than 15% above list price.
 - e. All labor shall be warranted for 90 days.
 - f. All parts shall be warranted per the manufacturer's implied warranty.

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

3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Facilities Maintenance staff at FacilitiesAP@moval.org.

4. Copies of invoices may be submitted to the Facilities Maintenance Office at FacilitiesMaintenanceOffice@moval.org or calls directed to (951) 413-3740.

The minimum information required on all invoices is:

- A. Vendor Name, Mailing Address, and Phone Number

- B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



Report to City Council

TO: Mayor and City Council 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: October 6, 2020

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX SEVEN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2020-52 (RESO. NO. CSD 2020-_), ANNEXATION NO. 2020-55 (RESO. NO. CSD 2020-_), AND ANNEXATION NO. 2020-56 (RESO. NO. CSD 2020-_)

RECOMMENDED ACTION

Recommendations:

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, California, ordering the annexation of territory for Annexation No. 2020-52 to its Community Facilities District No. 1 and approving the amended map for said District.
2. 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, California, ordering the annexation of territory for Annexation No. 2020-55 to its Community Facilities District No. 1 and approving the amended map for said District.
3. 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, California, ordering the annexation of territory for Annexation No. 2020-56

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 seven parcels into Community Facilities District (CFD) No. 1 (Park Maintenance) (“District”). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City or the CSD.

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 CSD Board created CFD No. 1 to provide the development community with a funding mechanism to assist in satisfying the requirement. After a property owner elects to annex their property into the District and the CSD Board approves the annexation, a special tax can be levied on the annual property tax bills of the annexed parcels to fund the cost of increased demands on parks.

As a condition of approval for development of their projects, Century Communities of California, LLC, Maria Morales, and Apollo III Dev Group (the “Property Owners”) are required to provide a funding source to maintain parks and have elected to annex the parcels of their projects into the District to satisfy the condition. The Property Owners submitted Landowner Petitions approving the annexations and the City Clerk, acting in the capacity of Secretary of the CSD, has confirmed the petitions are 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 projects identified below, the Property Owners are 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 DUs ¹	Location
Century Communities of California, LLC 121 single-family residential development PEN18-0033/0032/SCP20-0003	482-582-038, 482-582-039, 482-582-040 & 482-230-024	121	West side of Perris Blvd, between Cactus Ave. and Delphinium Ave.
Maria Morales Custom Home PEN19-0072/SCP20-0012	474-120-011	1	11722 Perris Blvd.
Apollo III Dev Group 18 unit multi-family residential development PEN18-0064/SCP20-0013	263-132-030 & 263-132-033	18	West side of Edgemont St., north of Dracaea 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 CSD 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 Owners elected to annex the Subject Property into CFD No. 1, which authorizes the CSD to apply the special tax 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 resolutions (Attachments 1-3) adds the Subject Property to the District and directs the recordation of the boundary maps (Attachments 4-6) and amended notice of special tax liens for Annexation No. 2020-52, 2020-55, and 2020-56. The Secretary of the CSD received and reviewed the Landowner Petitions and confirmed the Property Owners unanimously approved annexation of the Subject Property into the District (Attachments 7-9).

Successful completion of the annexation process satisfies each project's condition of approval to provide an ongoing funding source for park maintenance.

ALTERNATIVES

1. Adopt the proposed resolutions. *Staff recommends this alternative as it will annex the Subject Property into CFD No. 1 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 each Property Owner's request, 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 CSD Board 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 their projects.*

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	FY 2020/21 Maximum Special Tax for the Project ²
Century Communities of California, LLC 121 single-family residential development	121	\$181.59/DU	\$21,972.39
Maria Morales Custom Home	1	\$181.59/DU	\$181.59
Apollo III Dev Group 18 unit multi-family residential development	18	\$181.59/DU	\$3,268.62

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 August 17 and 18, 2020, the annexation materials were mailed to the Property Owners. 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:
Kimberly Ganimian
Sr. 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 2020-52
2. Resolution Ordering Annexation - Annexation 2020-55
3. Resolution Ordering Annexation - Annexation 2020-56
4. Boundary Map - Annexation 2020-52
5. Boundary Map - Annexation 2020-55
6. Boundary Map - Annexation 2020-56
7. Certificate of Election Official - Annexation 2020-52
8. Certificate of Election Official - Annexation 2020-55
9. Certificate of Election Official - Annexation 2020-56

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/28/20 10:14 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/28/20 4:39 PM

RESOLUTION NO. CSD 2020-____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY FOR ANNEXATION NO. 2020-52 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. 2020-52 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, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1

Resolution No. CSD 2020-____
Date Adopted: October 6, 2020

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

2
Resolution No. CSD 2020-____
Date Adopted: October 6, 2020

as a public record this Resolution.

APPROVED AND ADOPTED this 6th day of October 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: October 6, 2020

Attachment: Resolution Ordering Annexation - Annexation 2020-52 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

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 6th day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁴
Date Adopted: October 6, 2020

Attachment: Resolution Ordering Annexation - Annexation 2020-52 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

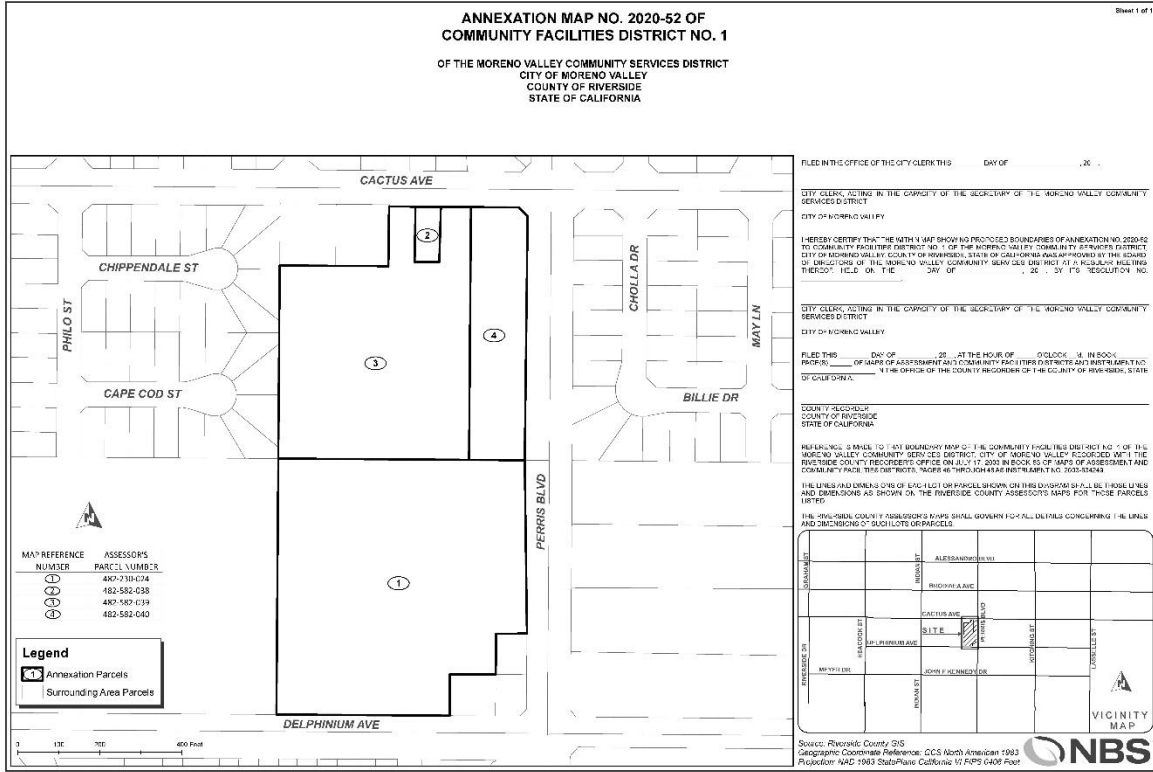
EXHIBIT A

List of Annexation Parcel(s)	
Annexation Map No.	Assessor's Parcel Numbers
2020-52	482-582-038
	482-582-039
	482-582-040
	482-230-024

Attachment: Resolution Ordering Annexation - Annexation 2020-52 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

Resolution No. CSD 2020-5
Date Adopted: October 6, 2020

EXHIBIT B Annexation Map No. 2020-52



Attachment: Resolution Ordering Annexation - Annexation 2020-52 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

Resolution No. CSD 2020-____
Date Adopted: October 6, 2020

RESOLUTION NO. CSD 2020-____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY FOR ANNEXATION NO. 2020-55 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. 2020-55 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, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1

Resolution No. CSD 2020-____
Date Adopted: October 6, 2020

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

2
Resolution No. CSD 2020-____
Date Adopted: October 6, 2020

as a public record this Resolution.

APPROVED AND ADOPTED this 6th day of October 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: October 6, 2020

Attachment: Resolution Ordering Annexation - Annexation 2020-55 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

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 6th day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁴
Date Adopted: October 6, 2020

Attachment: Resolution Ordering Annexation - Annexation 2020-55 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

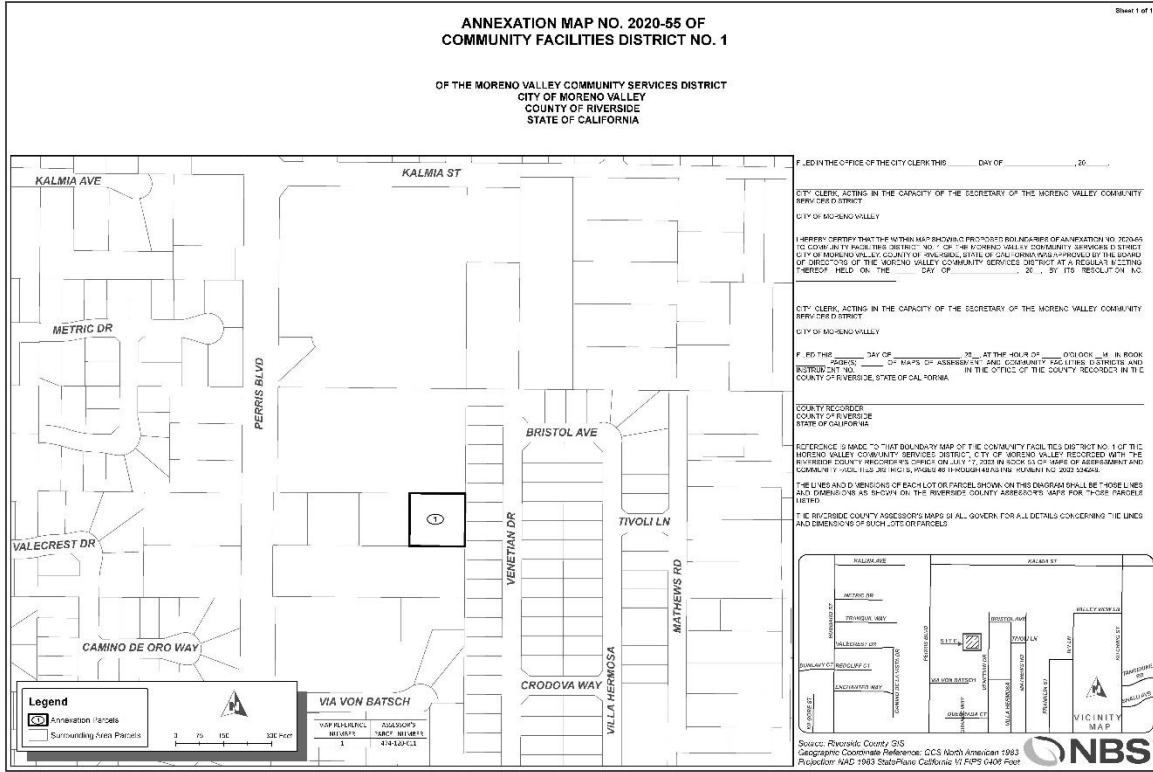
EXHIBIT A

List of Annexation Parcel(s)	
Annexation Map No.	Assessor's Parcel Numbers
2020-55	474-120-011

Attachment: Resolution Ordering Annexation - Annexation 2020-55 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

Resolution No. CSD 2020-5
Date Adopted: October 6, 2020

EXHIBIT B Annexation Map No. 2020-55



Attachment: Resolution Ordering Annexation - Annexation 2020-55 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

RESOLUTION NO. CSD 2020-____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY FOR ANNEXATION NO. 2020-56 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. 2020-56 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, 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

2
Resolution No. CSD 2020-____
Date Adopted: October 6, 2020

as a public record this Resolution.

APPROVED AND ADOPTED this 6th day of October 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: October 6, 2020

Attachment: Resolution Ordering Annexation - Annexation 2020-56 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

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 6th day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁴
Date Adopted: October 6, 2020

Attachment: Resolution Ordering Annexation - Annexation 2020-56 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

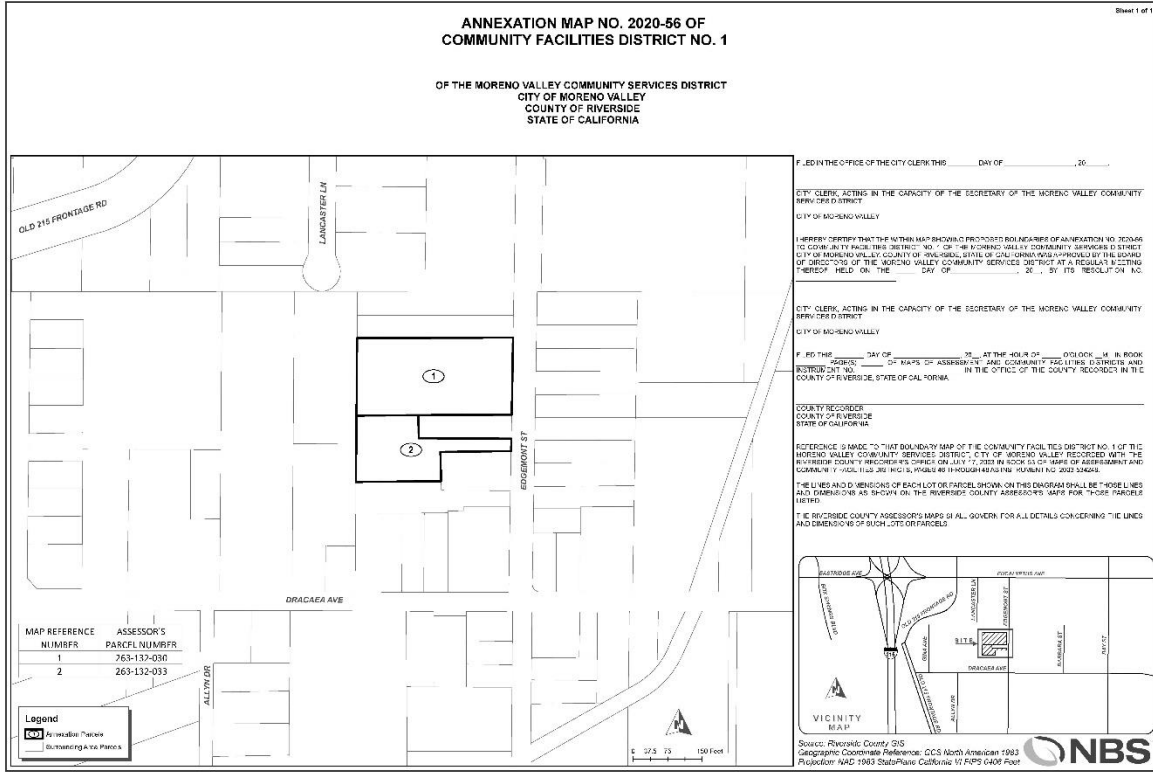
EXHIBIT A

List of Annexation Parcel(s)	
Annexation Map No.	Assessor's Parcel Numbers
2020-56	263-132-030
	263-132-033

Attachment: Resolution Ordering Annexation - Annexation 2020-56 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

Resolution No. CSD 2020-5
Date Adopted: October 6, 2020

EXHIBIT B Annexation Map No. 2020-56



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

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWS A PROPOSED BOUNDARY OF ANNEXATION NO. 2020-56 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, 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 _____ RECORDS 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, 2013 IN BOOK 53 OF MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICTS, WHICH IS INCORPORATED THROUGH REFERENCE HEREIN BY THIS MAP.

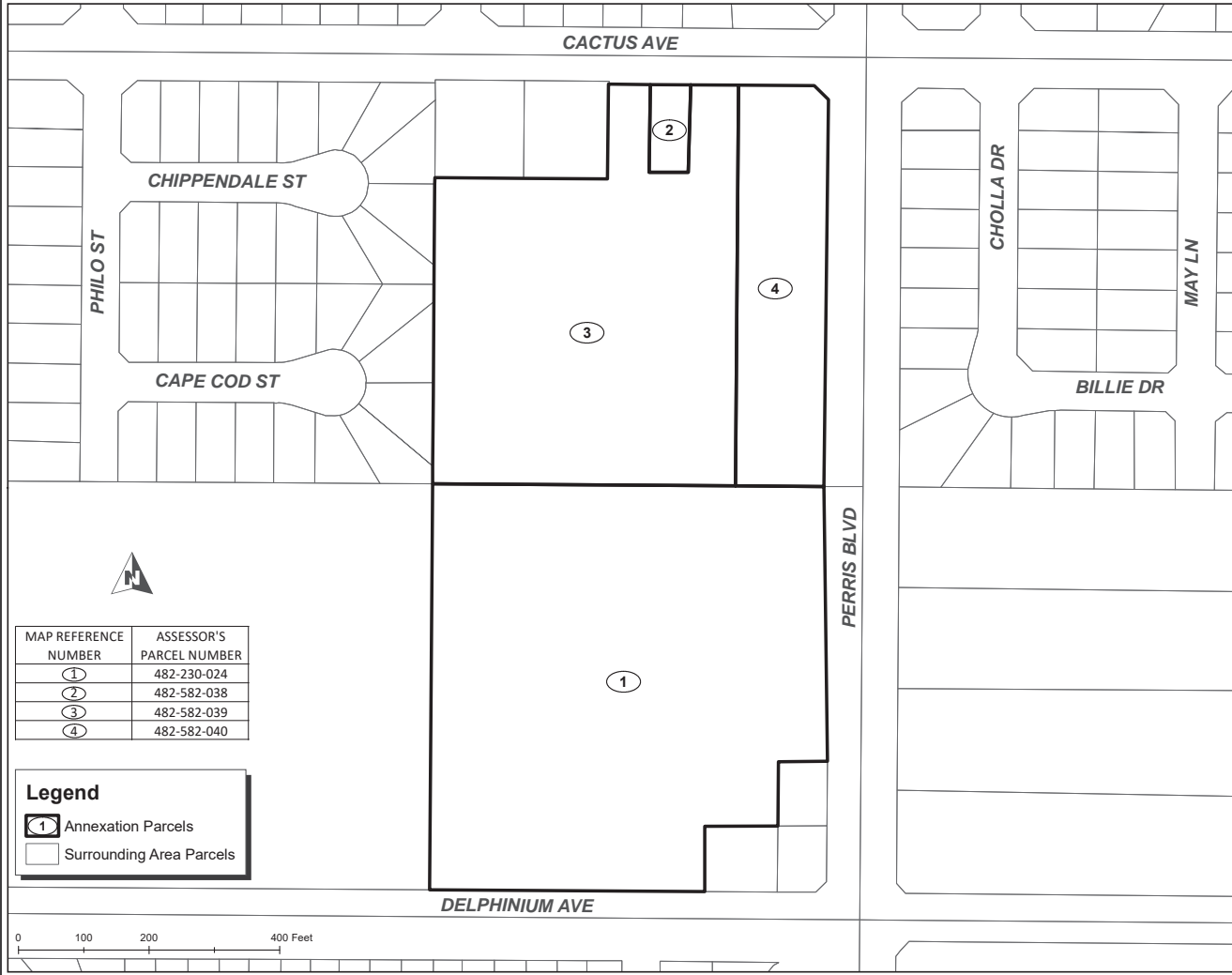
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

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

Attachment: Resolution Ordering Annexation - Annexation 2020-56 [Revision 1] (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX

**ANNEXATION MAP NO. 2020-52 OF
COMMUNITY FACILITIES DISTRICT NO. 1**

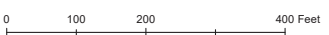
OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	482-230-024
②	482-582-038
③	482-582-039
④	482-582-040

Legend

- 1 Annexation Parcels
- Surrounding Area Parcels



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 SERVICES DISTRICT
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, 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 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 INSTRUMENTS FILED 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. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON JULY 17, 2003 IN BOOK 53 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGES 46 THROUGH 48 AS INSTRUMENT NO. 2003-534249.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THE SAME AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THE YEAR 2018.

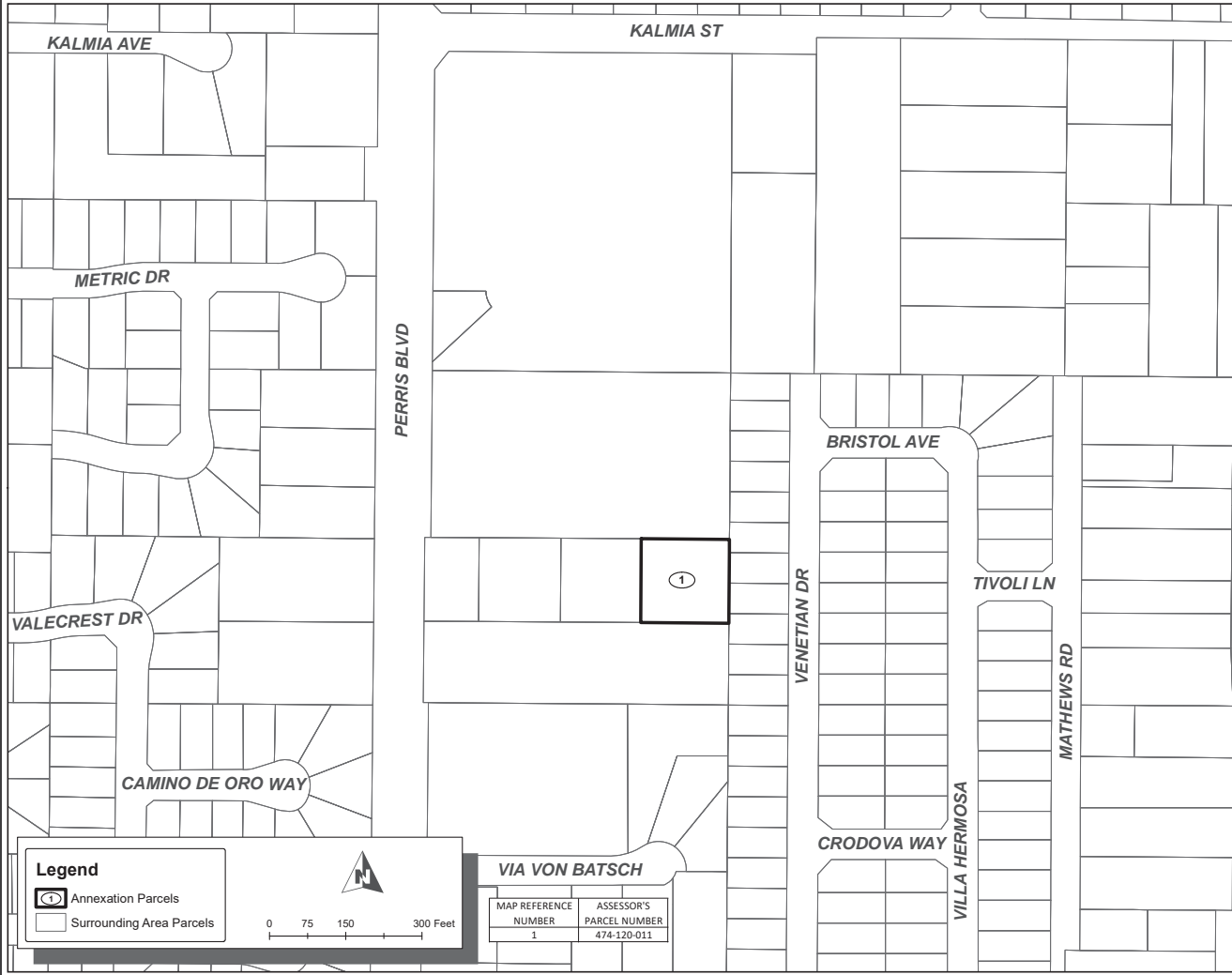
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

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

Attachment: Boundary Map - Annexation 2020-52 (4146 : PURSUANT TO LANDOWNER PETITIONS,

ANNEXATION MAP NO. 2020-55 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 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT 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 _____ OF THE _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER 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 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN BOOK 53 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGES 46 THROUGH 48 AS INSTRUMENT NO. 2003-534249.

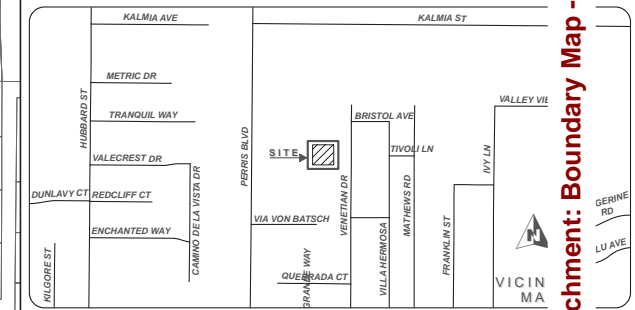
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE LOTS AND PARCELS.

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	474-120-011

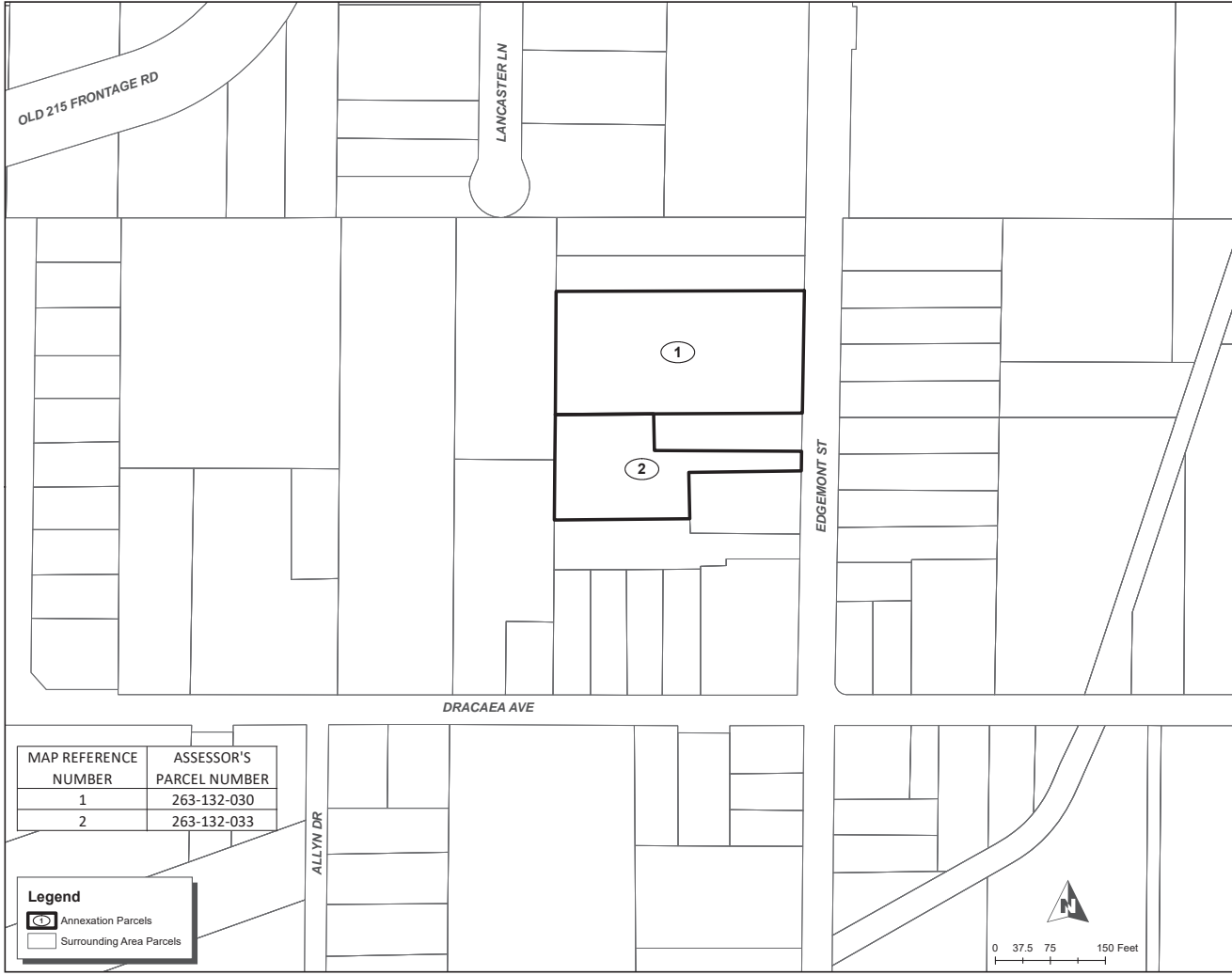


Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet

Attachment: Boundary Map - Annexation 2020-55 (4146) : PURSUANT TO LANDOWNER PETITIONS,

ANNEXATION MAP NO. 2020-56 OF COMMUNITY FACILITIES DISTRICT NO. 1

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



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	263-132-030
2	263-132-033

Legend

- Annexation Parcels
- Surrounding Area Parcels



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 C SERVICES DISTRICT
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY 1 OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLU _____

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

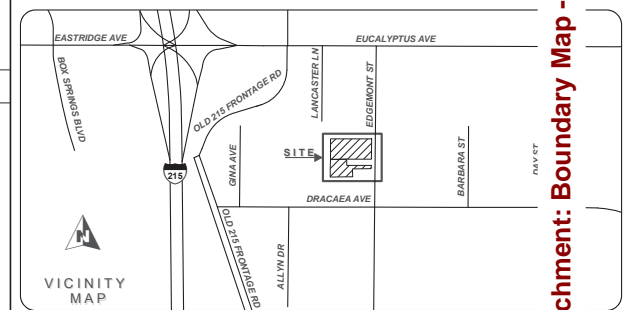
FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DIST INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECOR COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY RECORDED RIVERSIDE COUNTY RECORDER'S OFFICE ON JULY 17, 2003 IN BOOK 53 OF MAPS OF ASSES; COMMUNITY FACILITIES DISTRICTS, PAGES 46 THROUGH 48 AS INSTRUMENT NO. 2003-534249.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE T AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOS LISTED.

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



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

Attachment: Boundary Map - Annexation 2020-56 (4146 : PURSUANT TO LANDOWNER PETITIONS,

**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 **September 8, 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. 2020-52

WITNESS my hand this 8th day of September , 2020.

Regina Flores

ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Annexation 2020-52 (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX SEVEN PARCELS

**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 **September 10, 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. 2020-55

WITNESS my hand this 10th day of September , 2020.

Jr 

ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Annexation 2020-55 (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX SEVEN PARCELS

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

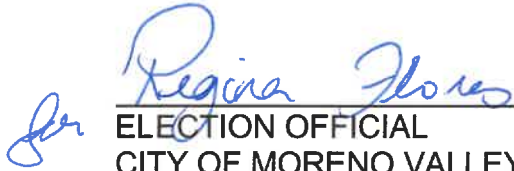
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 10, 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. 2020-56

WITNESS my hand this _____ 10th _____ day of _____ September _____, 2020.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Annexation 2020-56 (4146 : PURSUANT TO LANDOWNER PETITIONS, ANNEX SEVEN 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: October 6, 2020

TITLE: APPROVAL OF TEEN SPOT (SUPPORT, PROGRAMS, OPPORTUNITIES & TECHNOLOGY) AT THE CONFERENCE AND RECREATION CENTER

RECOMMENDED ACTION

Recommendations:

1. Approve the Teen SPOT (Support, Programs, Opportunities & Technology) project at the Moreno Valley Conference and Recreation Center; and
2. Approve the amended budget and funding plan to convert the Moreno Valley Conference and Recreation Center Garden Room into the Teen SPOT.

SUMMARY

This report proposes an opportunity to convert the Conference and Recreation Center (CRC) Garden Room into the Teen SPOT (Support, Programs, Opportunities & Technology), equipped to offer educational support, social/recreational activities, leadership activities, and supervised programs with twenty desktop computers available to bridge the digital divide by providing homework assistance, tutoring, and various workshops for City teenagers up to 18 years old.

DISCUSSION

The 2020/21 academic school year began in the midst of the COVID-19 pandemic, forcing nearly all teaching to be conducted virtually. As students and parents adapt to new distance learning methods, a greater need to support students is revealing itself. Some families lack an appropriate internet connection or a computer device, and tutoring/homework assistance is limited. The digital divide in Moreno Valley and

nationwide is threatening children's' education and creating limitations in job seeking, as many recruitments are taking place online.

As the American educational landscape shifts increasingly towards digital communities, Moreno Valley is committed to providing residents with on-demand and virtual learning options. The City of Moreno Valley recently launched Community Learning and Internet Connectivity (CLIC), a resource that provides all members of the community the opportunity to obtain digital access and online resources for personal and professional growth. Resources such as internet access, career development, online learning, financial literacy, and recreational activities are available with a CLIC of a button. Additionally, the City has obtained 100 additional hot spots for the libraries and created free WiFi Gardens throughout the City.

As a further step in filling the gap, the Parks and Community Services (PCS) Department recommends converting the CRC Garden Room into a computer lab and space for teens. The Garden Room, currently used for community rentals and occasional contract classes, can be better utilized by providing much needed services and support to the City's residents.

In partnership with Think Together and Moreno Valley and Val Verde Unified School Districts, the PCS Department currently provides after-school support through the After School Education and Safety (ASES) program. The focus of the ASES program is to provide literacy, academic enrichment, and safe, constructive alternatives for students K-8th grade at no cost to the participants. Unfortunately, there is no such alternative program in place for high school-aged teens.

The proposed space, named the Teen SPOT after the many offerings that will take place there, will be equipped with twenty desktop computers and will offer educational support, social/recreational activities, personal and professional growth activities, and supervised programs at no cost to registered teens. Youth will have opportunities to receive homework assistance and tutoring, participate in leadership activities, gain mentors, and engage in a variety of workshops. All services will be provided by PCS staff and our community partners. The computer lab will also have open hours for adults.

As part of the transformation to the Teen SPOT, the CRC Garden Room will be given a fresh coat of paint, acoustic wall panels will be installed, and new furnishings will be purchased for the computer lab and to enhance collaborative and social activities. If approved, the estimated Teen SPOT opening date will be January 2021.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. **Staff recommends this alternative as it will allow for increased assistance and support to City teenagers.**

- 2. Do not approve the recommended actions as presented in this staff report. **Staff does not recommend this alternative as it will not allow for increased assistance and support to City teenagers.**

FISCAL IMPACT

As the General Fund shall be receiving reimbursement from activities in response to the pandemic response from the Parks and Community Services Department, the funding for this project in the amount of \$100,000 will be provided by a transfer from the General Fund to the Parks and Community Services Department for the improvements to the Garden Room. This transfer from the General Fund shall be for the reimbursement to the Parks and Community Services Department for the utilization of their savings to assist the City in meeting certain responses to the pandemic. The on-going operations and maintenance will be funded by savings through Zone “A” funds in the Parks and Community Services Department annual budget.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
Transfer Out	General Fund	1010-99-99-91010-905011	Exp	\$0	\$100,000	\$100,000
Transfer In	Zone “A” Parks Fund	5011-99-99-95011-801010	Rev	\$0	\$100,000	\$100,000
Improvements	Zone “A” Parks Fund	5011-50-58-35313-various	Exp	\$358,338	\$100,000	\$458,338

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
 Socorro G. Huerta
 Community Services Superintendent

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 6.1: Provide employment training and support for Moreno Valley youth between the ages of 16 – 21 years.

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

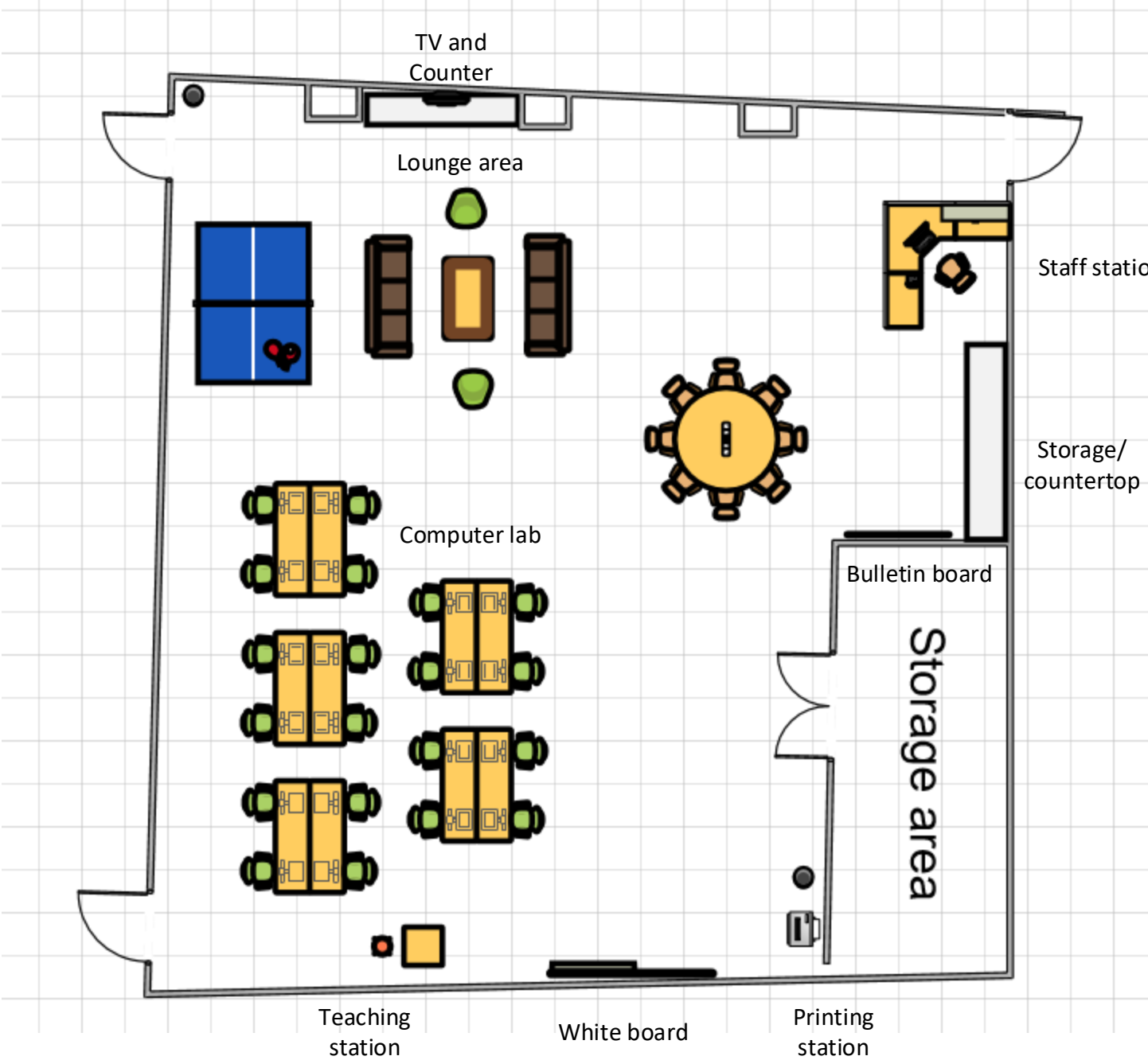
ATTACHMENTS

- 1. Teen S.P.O.T. Floor Plan

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/24/20 4:22 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/28/20 9:17 AM

Teen S.P.O.T. at the CRC



Attachment: Teen S.P.O.T. Floor Plan (4173 : APPROVAL OF TEEN SPOT (SUPPORT, PROGRAMS, OPPORTUNITIES & TECHNOLOGY) AT THE



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: October 6, 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 seven 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, Maria Morales, Century Communities of California, LLC, and Apollo III Dev Group (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(s)	Location	FY 2020/21 Maximum ¹ Rate
Maria Morales Custom Home PEN19-0072/SBP20-0009	474-120-011	11722 Perris Blvd.	\$346.38/parcel Residential Rate
Century Communities of California, LLC 121 single-family residential development PEN18-0033/0032/SBP20-0003	482-582-038, 482- 582-039, 482-582-040 & 482-230-024	West side of Perris Blvd, between Cactus Ave. and Delphinium Ave.	\$346.38/parcel Residential Rate
Apollo III Dev Group 18 unit multi-family residential development PEN18-0064/SBP20-0010	263-132-030 & 263- 132-033	West side of Edgemont St., north of Dracaea 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 is the amount applied to the property tax bill. It 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 September 17 and September 24, 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. Maria Morales Ballot Documents
2. Century Communities of California, LLC Ballot Documents
3. Apollo III Dev Group Ballot Documents

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/28/20 3:57 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/28/20 4:39 PM

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



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

August 17, 2020

Maria Morales
 2681 Genuine Risk St
 Perris, CA 92571

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM RESIDENTIAL REGULATORY RATE FOR APN(s) 474-120-011

***** 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 Maria Morales
August 20, 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, October 6, 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 Maria Morales
August 20, 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 Kimberly Ganimian, Senior Management Analyst, with the City's Special Districts Division at 951.413.3470 or via email at KimberlyG@moval.org or SDAdmin@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 **October 6, 2020**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- A check mark substantially inside a box;
- An X mark substantially inside a box;
- A dot or oval mark substantially inside a box;

Notice of Mail Ballot Proceeding for Maria Morales
August 20, 2020



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

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

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

OFFICIAL MAIL BALLOT
for Assessor's Parcel Number (APN)
474-120-011
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. 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"/>	1	\$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 October 6, 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
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 Retrof	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various storm water reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with the maintenance and monitoring of the water quality pond/basin. This includes, but is not limited to maintenance on a quarterly basis of vegetative material, civil work and utility and personnel costs.</p> <p>Level II, in addition to Level I is levied on all properties within tracts that have a water quality pond/basin or on properties that benefit from a neighboring water quality pond/basin.</p>		<p>Costs associated with the maintenance and monitoring of the sand filter within a water quality pond/basin. This includes, but is not limited to maintenance of a sand bed, bleeder lines and costs for personnel.</p> <p>Level II-A, in addition to Level II and Level I is levied on all properties within residential developments that have a water quality pond/basin with a sand filter or on properties that benefit from a neighboring water quality pond/basin with a sand filter.</p>		<p>Costs associated with the remediation and reconstruction of water quality pond/basin. Remediation and reconstruction may include the following: replacement of soil, plants, irrigation, removal and hauling of wastes and possible civil work.</p>		<p>Costs associated with the retrofitting, replacement, monitoring and maintenance of the water quality pond/basin systems and appurtenances. This may include retrofitting of catch basin insert filters, vortex devices, installation of in-line filter systems, and nutrient baskets, etc.</p>	
FY 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:

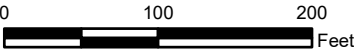
2004/2005 - 1.8% = (\$31.00, 58.00, 52.00 & 118.00)	2012/2013 - 2.7% = (\$37.00, \$74.00, \$33.00, \$64.00, \$147.00)
2005/2006 - 4.4% = (\$32.00, 61.00, 54.00 & 123.00)	2013/2014 - 2.0% = (\$38.00, \$75.00, \$34.00, \$65.00, \$150.00) rounded to the nearest whole dollar
2006/2007 - 4.5% = (\$33.00, 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: Maria Morales Ballot Documents (4145 : PUBLIC HEARING FOR THREE NATIONAL

Maria Morales Custom Home, 11722 Perris Blvd PEN19-0072

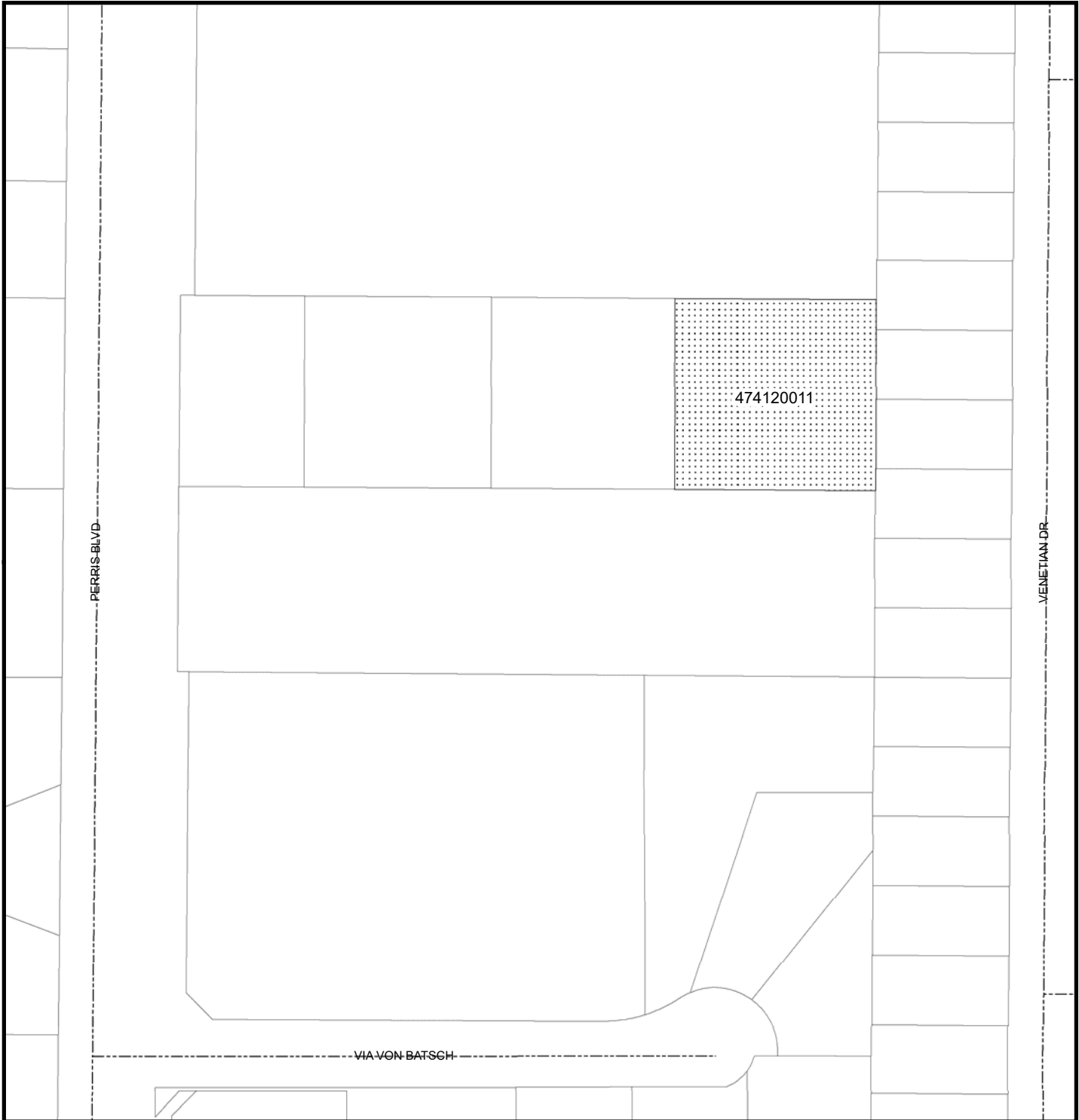
- APN**
-  474120011
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of July 28, 2020.



G:\Divisions\SpecialDist\2020\MXD\PEN19-0072.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 recopied or resold.



Attachment: Maria Morales Ballot Documents (4145 : 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

August 18, 2020

Century Communities of California, LLC
 4695 MacArthur Court, Suite 350
 Newport Beach, Ca 92660
 ATTN: Brent Johnson

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM RESIDENTIAL REGULATORY RATE FOR APN(s) 482-582-038, 482-582-039, 482-582-040, 482-230-024.

***** 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 Century Communities of California, LLC
August 20, 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, October 6, 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 Century Communities of California, LLC
August 20, 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 **October 6, 2020**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- ✓ A check mark substantially inside a box;
- ✕ An X mark substantially inside a box;
- A dot or oval mark substantially inside a box;

Notice of Mail Ballot Proceeding for Century Communities of California, LLC
August 20, 2020

-  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)
482-582-038, 482-582-039, 482-582-040, 482-230-024
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 \$1,385.52. 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"/>	4	\$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 October 6, 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.

**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 Retrof	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various storm water reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with the maintenance and monitoring of the water quality pond/basin. This includes, but is not limited to maintenance on a quarterly basis of vegetative material, civil work and utility and personnel costs.</p> <p>Level II, in addition to Level I is levied on all properties within tracts that have a water quality pond/basin or on properties that benefit from a neighboring water quality pond/basin.</p>		<p>Costs associated with the maintenance and monitoring of the sand filter within a water quality pond/basin. This includes, but is not limited to maintenance of a sand bed, bleeder lines and costs for personnel.</p> <p>Level II-A, in addition to Level II and Level I is levied on all properties within residential developments that have a water quality pond/basin with a sand filter or on properties that benefit from a neighboring water quality pond/basin with a sand filter.</p>		<p>Costs associated with the remediation and reconstruction of water quality pond/basin. Remediation and reconstruction may include the following: replacement of soil, plants, irrigation, removal and hauling of wastes and possible civil work.</p>		<p>Costs associated with the retrofitting, replacement, monitoring and maintenance of the water quality pond/basin systems and appurtenances. This may include retrofitting of catch basin insert filters, vortex devices, installation of in-line filter systems, and nutrient baskets, etc.</p>	
FY 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: Century Communities of California, LLC Ballot Documents (4145) : PUBLIC HEARING FOR

Century Communities of California, LLC PEN18-0032

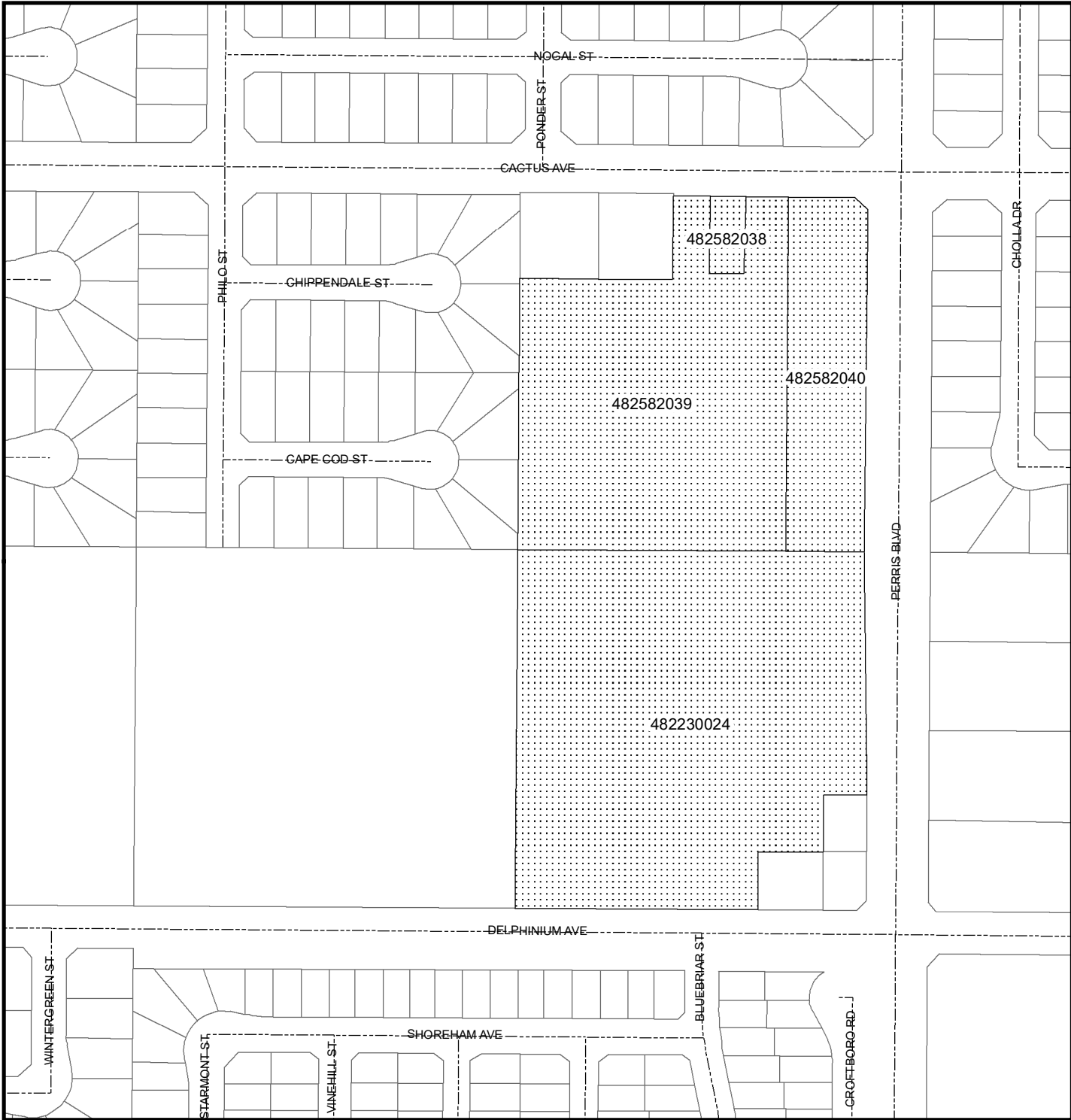
-  APN 482230024
-  482582038
-  482582039
-  482582040
-  Parcels
-  City Boundary
-  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of July 06, 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 recycled or resold.



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Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



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

August 17, 2020

Apollo III Dev Group
 2661 Pummelo Ct
 Escondido, CA 92027
 ATTN: Chintu Patel

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) 263-132-030 and 263-132-033

***** 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 Apollo III Dev Group
August 20, 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, October 6, 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**

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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 Kimberly Ganimian, Senior Management Analyst, with the City's Special Districts Division at 951.413.3470 or via email at KimberlyG@moval.org or SDAdmin@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 **October 6, 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;

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-  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) 263-132-030 and 263-132-033
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, a combined total of \$521.68 for the APNs. 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 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"/>	2	\$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 October 6, 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 951.413.3470 to request separate ballots.

**FY 2020/21
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

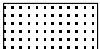
LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing 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)	

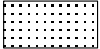
Attachment: Apollo III Dev Group Ballot Documents (4145 : PUBLIC HEARING FOR THREE NATIONAL

Apollo III Dev Group, LLC Apollo III PEN18-0064




APN

 263132030

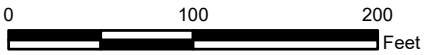
 263132033

 Parcels

 City Boundary

 Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of July 28, 2020.



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