



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**

June 1, 2021

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 the 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

Ulises Cabrera, Council Member

David Marquez, Council Member

Victoria Baca, Mayor Pro Tem

**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
JUNE 1, 2021**

CALL TO ORDER

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTIONS

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

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

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

JOINT CONSENT CALENDARS (SECTIONS A-E)

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 Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 4, 2021 6:00 PM

Recommendation: Approve as submitted.

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH APRIL 30, 2021 (Report of: City Clerk)

Recommendation:

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

- A.4. ROTATIONAL TOW SERVICE PROGRAM: CONSIDERATION OF RESOLUTION SETTING THE ANNUAL COST RECOVERY FEE; AWARD ROTATIONAL TOW SERVICE INDEPENDENT CONTRACTOR AGREEMENTS; AND CITY MANAGER AUTHORIZATION TO EXECUTE RELATED DOCUMENTS AND APPROVE ADMINISTRATIVE CHANGES TO REDUCE CITY'S ADMINISTRATIVE COSTS (Report of: City Manager)

Recommendations:

1. Adopt Resolution No. _____ Setting the Annual Cost Recovery Fee as set forth in the Resolution;
2. Award Rotational Tow Services Independent Contractor Agreements, as recommended by staff; and
3. Authorize City Manager to Execute all Necessary Documents and Revise and Approve any Administrative Procedures the City Manager deems necessary to reduce the City's Costs of Administering the Rotational Tow Services (RTS) Program.

- A.5. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.6. RESOLUTION EXTENDING THE AD HOC CITIZENS PUBLIC SAFETY COMMITTEE (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2021-__ , a Resolution of the City Council of the City of Moreno Valley, California, extending the current Moreno Valley Citizens Public Safety Committee for one year.

A.7. FISCAL YEAR 2020/21 THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE FISCAL YEAR 2020/21 THIRD QUARTER BUDGET AMENDMENTS (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Receive and file the Fiscal Year 2020/21 Third Quarter Budget Review.
2. Adopt Resolution No. 2021-XX. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year (FY) 2020/21.

Recommendation: That the CSD:

1. Adopt Resolution No. CSD 2021-XX. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for FY 2020/21.

Recommendation: That the City Council as Successor Agency:

1. Adopt Resolution No. Successor Agency 2021-XX. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the revised operating and capital budget for FY 2020/21.

A.8. AUTHORIZATION TO SUBMIT A GRANT APPLICATION FOR FUNDING OF A LOCAL ROADWAY SAFETY PLAN (LRSP) (Report of: Public Works)

Recommendation:

1. Authorize the submittal of a grant application for funding of a Local Roadway Safety Plan (LRSP).

A.9. AUTHORIZE THE AWARD OF THE PROFESSIONAL SERVICES AGREEMENT TO FUEL PROS, INC. FOR TESTING, MAINTENANCE, REPAIR & CERTIFICATION OF FUEL TANKS AND RELATED EQUIPMENT AT CITY FACILITIES AND SITES (Report of: Public Works)

Recommendations:

1. Award a five-year contract with a total not-to-exceed amount of \$250,000.00 to Fuel Pros, Inc., for professional testing, repair and certification of fuel tanks and related equipment and authorize the City Manager to execute a contract in conformance with the attached Agreement in the amount Not-to-Exceed amount of \$250,000 using Fund 7310, Facilities Maintenance.
2. Authorize the issuance of an annual purchase order for Fuel Pros, Inc. on an as needed basis each year of the term of the Agreement when the contract has been signed by all parties subject to funds available in the City Council approved Operating Budget; and
3. Authorize the City Manager or designee to execute any amendments, purchase orders and/ or change orders, contingent upon approved budget and approval of the City Attorney.

A.10. PEN20-0075 (TR 31590) – APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND DR HORTON LOS ANGELES HOLDING COMPANY, INC. FOR THE MORENO MDP LINE H-2, STAGE 2 STORM DRAIN LOCATED ON ALESSANDRO BLVD AND LANDON ROAD WEST OF MORENO BEACH DRIVE. DEVELOPER: DR HORTON LOS ANGELES HOLDING COMPANY, INC. (Report of: Public Works)

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley, and DR Horton Los Angeles Holding Company, Inc. (Developer), for the Moreno Master Drainage Plan (MDP) Storm Drain Line H-2, Stage 2;
2. Authorize the City Manager to execute the Cooperative Agreement; and
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

- A.11. PEN20-0075 (TR 31590) – APPROVE TRACT MAP 31590 LOCATED WEST OF MORENO BEACH DRIVE, BETWEEN ALESSANDRO BOULEVARD AND BRODIAEA AVENUE. DEVELOPER: DR HORTON LOS ANGELES HOLDING COMPANY INC. (Report of: Public Works)

Recommendations:

1. Approve Tract Map 31590.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

- A.12. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO I E GENERAL ENGINEERING INC FOR THE CORPORATE YARD MASTER PLAN IMPROVEMENTS – INFILTRATION TRENCH INSTALLATION, PROJECT NO. 803 0043 (Report of: Public Works)

Recommendations:

1. Award a construction contract to I E General Engineering Inc. for the Corporate Yard Master Plan Improvements – Infiltration Trench Installation project and authorize the City Manager to execute a contract with I E General Engineering Inc. in substantial conformance with the attached contract in the amount of \$141,771.25 for the construction of the project, funded by Facility Construction Fund (Fund 3000).
2. Authorize the issuance of a Purchase Order for I E General Engineering Inc. in the amount of \$155,948.37 (bid amount plus a 10% contingency) when the contract has been signed by all parties; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract, but not exceeding the total contingency of \$14,177.12, subject to the approval of the City Attorney.

- A.13. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT, AN AMENDMENT TO THE PROFESSIONAL CONSULTANT AGREEMENT WITH PSOMAS, AND A PURCHASE ORDER FOR THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE JUAN BAUTISTA DE ANZA MULTI-USE TRAIL PHASE 1, PROJECT NO. 801 0073 (Report of: Public Works)

Recommendations:

1. Award a construction contract to All American Asphalt for the Juan Bautista De Anza Multi-Use Trail Phase 1 project and authorize the City Manager to execute a contract with All American Asphalt in substantial conformance with the attached contract in the amount of

\$733,202, funded by the Active Transportation Program (ATP)-Capital Projects Grants Fund;

2. Authorize the issuance of a Purchase Order to All American Asphalt, in the amount of \$806,522 (\$733,202 bid amount plus a 10% contingency) when the contract has been signed by all parties;
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to All American Asphalt's contract, but not exceeding the total contingency of \$73,320, subject to the approval of the City Attorney;
4. Approve the Third Amendment to Agreement for Professional Consultant Services with Psomas to provide construction-related services in the amount of \$27,895, for a total contract amount of \$282,668, and authorize the Public Works Director/City Engineer to execute the Third Amendment subject to the approval of the City Attorney;
5. Authorize an increase to the Purchase Order with Psomas in the amount of \$27,895, when the Third Amendment has been signed by all parties; and
6. Authorize a Purchase Order with California Department of Water Resources (DWR) for \$160,000 for inspection services, and authorize the Public Works Director/City Engineer to execute any Change Orders to the Purchase Order subject to the approval of the City Attorney.

A.14. AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO INTERNATIONAL LINE BUILDERS, INC. FOR THE EUCALYPTUS AVENUE LINE EXTENSION IMPROVEMENTS, PROJECT NUMBER 805 0055 (Report of: Public Works)

Recommendations:

1. Award the construction contract, contingent on the approval of the Capital Improvement Plan for Fiscal Years 2021/2022 & 2022/2023, to International Line Builders, Inc., 3955 Temescal Canyon Road, Corona, CA 92883, the lowest responsive, responsible bidder, for the Eucalyptus Avenue Line Extension Project using Moreno Valley Utility 2019 Lease Revenue Bonds;
2. Authorize the City Manager to execute a contract with International Line Builders, Inc.;
3. Authorize the issuance of a Purchase Order to International Line Builders, Inc. for the amount of \$1,026,558 (\$892,659 bid amount plus a 15% contingency) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with International Line Builders, Inc. up to, but not exceeding, the 15% contingency amount of \$133,899, subject to the approval of the City Attorney; and
5. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.15. APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE READER CAMERA SYSTEM WITH ASSET FORFEITURE FUNDING IN FY 2021/22 (Report of: Police Department)

Recommendations:

1. Authorize the Police Department to lease forty new Flock Falcon Automatic License Plate Reader (ALPR) cameras, to also include software and installation at a cost of \$118,525.00 (\$110,000 for the ALPR camera system, plus \$8,525.00 sales tax).
2. Authorize the Police Department to purchase Flock's Wing Integration software to overlay onto twenty City owed Axis brand cameras \$22,585.00 (\$20,960.00 for the software and support, plus \$1,625.00 sales tax).
3. Authorize the City Manager to execute the lease agreement with Flock Group Inc., for the Automated License Plate Reader System (ALPRS) for a total cost of \$141,110.00 (\$130,960.00 plus \$10,150.00 tax.)
4. Approve the use of asset forfeiture funds and the proposed budget adjustments as set forth in the Fiscal Impact section of this report.

A.16. FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE TO BETTER SERVE THE MENTAL HEALTH POPULATION NEEDING LAW ENFORCEMENT SERVICES (Report of: Police Department)

Recommendation:

1. Adopt the first amendment to the FY2017-2022 Agreement for Law Enforcement services to better serve the mental health population needing law enforcement services and, authorize the Mayor or designee to sign the agreement.

A.17. ACCEPTANCE OF THE FY2020/2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) GRANT AWARD (Report of: Fire Department)

Recommendations:

1. Accept the Fiscal Year 2020/2021 Emergency Management Performance Grant Program (EMPG) grant award of \$42,445 from the Riverside County Emergency Management Department.
2. Authorize a budget adjustment of \$42,445 to the Emergency Management Grant Fund (2503) revenue and expenditure accounts.

A.18. ADOPT RESOLUTION NO. 2021-XX DESIGNATING AND AUTHORIZING CERTAIN CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUB-GRANTED THROUGH THE STATE OF CALIFORNIA (Report of: Fire Department)

Recommendation:

1. Adopt Resolution No. 2021-XX, a Resolution of the City Council of the City of Moreno Valley, California, Designating and Authorizing Certain City Officials to Execute Applications and Documents for the Purposes of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Sub-granted through the State of California.

A.19. APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES (AGMT. NO. 2021-XXX) (Report of: Fire Department)

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Emergency Management, Rescue, and Medical Emergency Services.
2. Authorize the Mayor or designee to execute the Cooperative Agreement.

A.20. MAYORAL APPOINTMENTS TO THE VARIOUS BOARDS AND COMMISSIONS, AND CITY COUNCIL COMMITTEE PARTICIPATION (Report of: City Clerk)

Recommendation:

1. Receive and confirm the slate of Mayoral appointments as follows:

EMERGING LEADERS COUNCIL

<u>Name</u>	<u>Position</u>	<u>Term</u>
Kassandra Morin	TBD at ELC Meeting	Ending 05/31/23
Mumtahina Tajrian	TBD at ELC Meeting	Ending 05/31/23
Ashley Beltran Munoz	TBD at ELC Meeting	Ending 05/31/23
Pooja Datir	TBD at ELC Meeting	Ending 05/31/23
Aashish Palikhey	TBD at ELC Meeting	Ending 05/31/23
Nathan Van Hoang	TBD at ELC Meeting	Ending 05/31/23
Faye Boado	TBD at ELC Meeting	Ending 05/31/23
Danvy Nguyen	TBD at ELC Meeting	Ending 05/31/23
Andrea Delgado	Alternate	Ending 05/31/23
Ciara Ashley Barba	Alternate	Ending 05/31/23
Rohit Datir	Member-at-Large	Ending 05/31/23
Quinn Castellanos	Member-at-Large	Ending 05/31/23
Laura Ann Moorehead	Member-at-Large	Ending 05/31/23
Mehreen Suzaan	Member-at-Large	Ending 05/31/23

ACCESSIBILITY APPEALS BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Esther Johnson *	Member	Ending 06/30/24

LIBRARY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Mona Lisa Stallworth *	Member	Ending 06/30/24

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Christopher Melendrez *	Member	Ending 06/30/23
Cassandra Leigh Swedlund*	Member	Ending 6/30/23

PLANNING COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
JoAnn Stephan	Member	Ending 06/30/22
Ray Baker	Member	Ending 06/30/22

SENIOR CITIZENS' ADVISORY BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Cleveland Johnson	Member	Ending 06/30/24
Cynthia L. Ward *	Member	Ending 06/30/24
Robert Snyder *	Member	Ending 06/30/24

TRAFFIC SAFETY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Stella Corbalan *	Public Member	Ending 06/30/24
David Layne *	Public Member	Ending 06/30/24
Anita Robinson	Public Member	Ending 06/30/24

UTILITIES COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Bradly Stevens *	Public Member	Ending 06/30/24

* Pending successful completion of a background check

COUNCIL COMMITTEE PARTICIPATION

<u>Advisory Commission/Board/Subcommittee</u>	<u>Primary</u>	<u>Term</u>
Arts Commission	Cabrera	Ending 12/31/21

Emerging Leaders Council	Cabrera	Ending 12/31/21
Environmental and Historical Preservation Board	Gutierrez	Ending 12/31/21
Library Commission	Baca	Ending 12/31/21
Parks, Community Services and Trails Committee	Cabrera	Ending 12/31/21
Senior Citizens' Board	Baca	Ending 12/31/21
Traffic Safety Commission	Gutierrez	Ending 12/31/21
Utilities Commission	Gutierrez	Ending 12/31/21
Economic Development Subcommittee	Gutierrez/Cabrera	Ending 12/31/21
Finance Subcommittee	Gutierrez/Cabrera	Ending 12/31/21
Citizens' Public Safety Committee	Baca	Ending 12/31/21
Public Safety Subcommittee	Baca Alt: Gutierrez	Ending 12/31/21
Parks and Community Services Council Committee	Gutierrez/Baca	Ending 12/31/21

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF MAY 4, 2021 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 - REGULAR MEETING OF MAY 4, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

D.2. MINUTES - REGULAR MEETING OF MAY 4, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - REGULAR MEETING OF MAY 4, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

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

Those wishing to speak should follow the teleconference procedures.

F.1. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT NO. 1 TO THE CARES ACT AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN - REPROGRAMMING OF CDBG-CV FUNDS (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

F.2. 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 for D.R. Horton Los Angeles Holding Company, Inc. (located west of Moreno Beach Dr. between Alessandro Blvd. and Brodiaea Ave.), Maria Luna (located at 11970 Mathews Rd.), and CLPF Inland Empire Parking, LP (located north of Cardinal Ave., east of Heacock St.);
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 applicable NPDES Regulatory Rate on the Assessor's Parcel Numbers as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

F.3. PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS MAINTENANCE) (Report of: Financial & Management Services)

Recommendations: That the CSD:

1. Conduct the Public Hearing on the proposed formation of the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance).
2. Adopt Resolution No. CSD 2021-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Establishing its Community Facilities District No. 2021-01 (Parks Maintenance) and Calling a Special Election in Connection with said District.
3. Direct the Secretary of the CSD to canvass the returned ballot and report the results of the special election to the CSD Board.
4. Acting as the legislative body of the Moreno Valley Community Services District Community Facilities District No. 2021-01, Adopt Resolution No. CSD 2021-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring The Results of an Election in its

Community Facilities District No. 2021-01 (Parks Maintenance).

5. Introduce Ordinance No. CSD _____, an Ordinance of the Moreno Valley Community Services District of the City of Moreno Valley Levying a Special Tax in Connection with its Community Facilities District No. 2021-01 (Parks Maintenance) and Taking Certain Related Actions.

F.4. PUBLIC HEARING AND ADOPTION OF THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2021/22 & 2022/23 (Report of: Public Works)

Recommendations:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. 2021-XX. approving the Capital Improvement Plan for FYs 2021/22 & 2022/23;
2. Following the adoption of the Capital Improvement Plan (CIP), authorize the Public Works Director to make any minor adjustments in order to finalize the adopted CIP for public distribution;
3. Authorize the Chief Financial Officer to consolidate the approved CIP Budget with the approved and adopted City Operating Budget for FY 2021/22 and FY 2022/23.

Recommendation:

1. Acting in its capacity as the Board of Directors of the Moreno Valley Housing Authority of the City of Moreno Valley, conduct a Public Hearing to Approve and Adopt Resolution No. HA 2021-XX, a Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FYs 2021/22 & 2022/23.

Recommendation:

1. Acting in its capacity as the Board of Directors of the Community Services District of the City of Moreno Valley, conduct a Public Hearing to Approve and Adopt Resolution No. CSD 2021-XX, a Resolution of the Community Services District of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FYs 2021/22 & 2022/23.

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)

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

ADJOURNMENT

PUBLIC INSPECTION

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

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

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

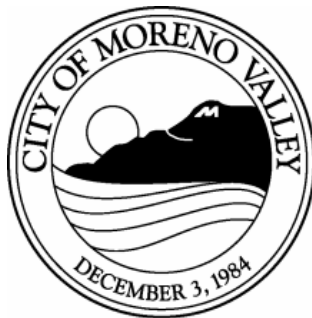
Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: May 27, 2021

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 4, 2021**



**CITY COUNCIL REGULAR MEETING - 6:00 PM
MAY 4, 2021**

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

There Will Not Be a Physical Location for Attending the Meeting

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

STEP 1

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

STEP 2

Get Meeting ID Number and Password by emailing zoom@moval.org
[<mailto:zoom@moval.org>](mailto:zoom@moval.org) or calling (951) 413-3001

STEP 3

Select Audio Source

*Computer Speakers/Microphone
or
Telephone*

STEP 3

Public Comments May be Made Via Zoom

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

ALTERNATIVE

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

Minutes Acceptance: Minutes of May 4, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**REGULAR MEETING – 6:00 PM
May 4, 2021**

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 6:04 p.m. by Mayor Pro Tem Baca in the Council Chamber located at 14177 Frederick Street.

ROLL CALL

Council: Victoria Baca Mayor Pro Tem
David Marquez Council Member
Ulises Cabrera Council Member

Absent: Dr. Yxstian A. Gutierrez Mayor

INTRODUCTIONS

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

Minutes Acceptance: Minutes of May 4, 2021 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. Spoke on the Highland Fairview World Logistics Center settlement.
- 2. Provided a history of all of the other projects Mr. Benzeevi has not developed in the past 40 years.

Louise Palomarez

- 1. Stated Mr. Carn was full of propaganda and lies.
- 2. Stated the World Logistics Center project has been stifled by all the lawsuits.

Bob Palomarez

- 1. Thanked the police and fire staff for all their great work.
- 2. Congratulated Highland Fairview on the settlement.
- 3. Lauded Mr. Benzeevi for all he does for the City.
- 4. Praised Mayor Gutierrez, Mayor Pro Tem Baca, and the City staff for being financially responsible and not having any shortages in the budget. That was great city management.

Tom Jerele

- 1. Praised the police and fire staff for their great work.
- 2. Praised the graffiti abatement crew for their great work.
- 3. Stated he saw Caltrans crews cleaning the 60 freeway.
- 4. Stated he was happy that progress was being made with the World Logistics Center. Lawsuits have stopped this project from being built.

JOINT CONSENT CALENDARS (SECTIONS A-E)

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

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 - Apr 20, 2021 6:00 PM

Recommendation: Approve as submitted.

Minutes Acceptance: Minutes of May 4, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH MARCH 31, 2021 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2020/2021 Council Discretionary Expenditure Report for July 1, 2020 through March 31, 2021.

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

Recommendation:

1. Ratify the list of personnel changes as described.

- A.5. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (RESO. NO. 2021-28) (Report of: Financial & Management Services)

Recommendation:

1. That the City Council adopt a Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National Declarations of a State of Emergency related to the COVID-19 Pandemic.

- A.6. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (LANDSCAPE DISTRICTS - SOUTH) (CITY COUNCIL AND CSD BOARD), WHICH IS FUNDED BY PARCEL CHARGES (AGMT. NO. 2021-82) (Report of: Financial & Management Services)

Recommendations:

1. Approve the Agreement for On-Site and/or Professional Services for Landscape Districts – South (“Agreement”) with Greentech Landscape, Inc., 13560 Telegraph Rd. Whittier, CA 90605, and waive any and all minor irregularities, to provide landscape and irrigation maintenance services for certain landscape maintenance districts for a period of five years at a total not-to-exceed amount of \$4,555,050.
2. Authorize the City Manager to execute the Agreement with Greentech Landscape, Inc. and authorize the Acting Assistant City Manager/Chief Financial Officer 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.7. APPROVE THE REPLACEMENT OF EXTRICATION RESCUE EQUIPMENT IN FY20/21 (Report of: Fire Department)

Recommendations:

1. Authorize the Moreno Valley Fire Department to purchase five (5) Holmatro hydraulic rescue tools and accessories at the cost of \$172,019 (\$159,646 equipment and \$12,373 tax).
2. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.8. APPROVE RESOLUTION 2021-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A UTILITY PHYSICAL SECURITY PLAN FOR MORENO VALLEY UTILITY PURSUANT TO CALIFORNIA PUBLIC UTILITIES COMMISSION DECISION 19-01-018 (Report of: Public Works)

Recommendation:

1. Approve Resolution 2021-29, a Resolution of the City Council of the City of Moreno Valley, California, adopting a Utility Physical Security Plan for Moreno Valley Utility pursuant to California Public Utilities Commission Decision 19-01-018.

A.9. AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM DEED FOR THE STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE PHASE 2 IMPROVEMENTS, PROJECT NO. 801 0021 (AGMT. NOS. 2021-83, 2021-84, 2021-85) (Report of: Public Works)

Recommendations:

1. Award a construction contract to Spectrum Construction Group, Inc. (AGMT. NO. 2021-83) for the State Route 60/Moreno Beach Drive Interchange Phase 2 Improvement project (Project) and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$23,984,971.76;
2. Authorize the issuance of a Purchase Order for Spectrum Construction Group, Inc. in the amount of \$26,383,468.94 (bid amount plus a 10% contingency) when the contract has been signed by all parties;
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Spectrum Construction Group, Inc. contract of any amount, but not exceeding the contingency of \$2,398,497.18;

4. Award Agreements for Professional Consultant Services to David Evans and Associates Inc. (AGMT. NO. 2021-84) to provide construction surveying services for \$152,240.00; and to Leighton Consulting, Inc. (AGMT. NO. 2021-85) to provide materials testing and geotechnical services for \$213,829.00; and authorize issuance of Purchase Orders;
5. Authorize the City Manager to execute the contract, in substantial conformance with the attached template, with David Evans and Associates Inc. and Leighton Consulting, Inc., subject to minor modifications and approval by the City Attorney;
6. Authorize the Public Works Director/City Engineer to execute any future related amendments for a contingency of up to 20% of each agreement amount with David Evans and Associates Inc. and Leighton Consulting, Inc., subject to the approval by the City Attorney;
7. Authorize a Purchase Order with California Highway Patrol (CHP) for \$142,107.50 for services provided as part of the freeway Construction Zone Enhanced Enforcement Program; and authorize the Public Works Director/City Engineer to execute a future Change Order to the Purchase Order up to \$49,892.50 for a total of \$192,000.00 if needed;
8. Authorize intermittent full road closures of (1) Moreno Beach Drive from Juniper Avenue to Ironwood Avenue; (2) Moreno Beach Drive from Ironwood Avenue to Eucalyptus Avenue; and (3) Ironwood Avenue from Oliver Street to Pettit Street until construction is complete;
9. Authorize the Mayor to execute two Quitclaim Deeds transferring all right, title and interest to the Riverside County Flood Control and Water Conservation District (District); and direct the City Clerk to forward the executed Quitclaim Deeds to the District for further processing and recordation;
10. Accept additional Transportation Uniform Mitigation Fees (TUMF) Funds of \$3,800,000 and additional Development Impact Fee (DIF) Interchange Improvement Funds of \$400,000; and authorize budget adjustments as set forth in the Fiscal Impact section of this report. The Project is fully funded by Senate Bill 1 (SB 1) Trade Corridor Enhancement Program (TCEP) Funds (Fund 2301), TUMF (Fund 3003), Federal Emergency Management Agency (FEMA)/California Office of Emergency Services Funds (CalOES) (Fund 2300), Riverside County Flood Control and Water Conservation District Funds (RCFC&WCD) (Fund 3002), Eastern Municipal Water District Funds (EMWD) (Fund 3002), Moreno Valley Utility Funds (MVU) (Fund 6011) and DIF Interchange Improvements Funds (Fund 3311); and

11. Authorize the Public Works Director to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by Contractor.

Council Member Marquez asked how much the entire Nason Bridge project cost the City.

Assistant City Manager Wolfe answered \$16 million for the hard construction cost which does not include the design cost.

Council Member Marquez asked how the \$2.2 million figure over the estimated cost was determined.

Assistant City Manager Wolfe answered that this figure came from the City's design consultant and their engineer's estimate.

Council Member Marquez stated the total work for Moreno Beach is \$30 million was it close to the Nason bridge project?

Assistant City Manager Wolfe answered the bridge itself is the same structural design. The Nason Street project was just a five lane bridge which did not include any of the ramps or auxiliary lanes or storm drain work. Moreno Beach project includes the seven lane bridge, three ramps, an auxiliary lane, and the storm drain work on Ironwood. There is a big difference in the scope of work in this project and the Nason bridge project.

Council Member Marquez asked where the additional money is coming from.

Assistant City Manager Wolfe stated this project is fully funded from four different funding sources, the state transportation corridor enhancement grant for about \$17 million, \$11 million from the TUMF program, FEMA funding for the storm drain and Developer Impact Fees for interchanges.

Council Member Marquez stated no funds are coming out of the general fund.

Assistant City Manager Wolfe answered in the affirmative.

Council Member Marquez questioned the different contingency amount percentages.

Assistant City Manager Wolfe stated that Spectrum has a 10% contingency. The 20% contingency is for two contracts, Geo material testing and surveying. This will help prevent delays for the contractor and prevent delay claims against the City. The 20% contingency is about \$73,000 less than half of one percent of the total construction costs.

Council Member Marquez asked where was the traffic going to be diverted to.

Assistant City Manager Wolfe stated the project is about 18 months, and will be done in phases. There is an extensive detour plan that will address the different needs during the various phases. When the bridge is closed, the detour streets will be Ironwood and south of the freeway.

Council Member Cabrera asked if the timeline to finish would be in the spring of 2023.

Assistant City Manager Wolfe confirmed the completion is scheduled for early 2023.

A.10. ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2021/22 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (RESO. NO. 2021-30) (Report of: Public Works)

Council Member Cabrera stated that this item is a list that is sent to the State detailing what the SB1 funds are being spent on.

1. Adopt Resolution No. 2021-30 – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2021/22 Senate Bill (SB) 1 funding; and
2. Authorize the Public Works Director/City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

A.11. PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT CREDIT AGREEMENT #D21-002 FOR HIGHLAND FAIRVIEW CORPORATE PARK, PHASE II, LOCATED AT THE NORTHEAST CORNER OF EUCALYPTUS AVENUE AND REDLANDS BOULEVARD. DEVELOPER: HF LOGISTICS SKX-T2, LLC (Report of: Public Works)

Recommendations:

1. Accept and approve the Development Impact Fees Improvement Credit Agreement #D21-002 (DIF Agreement) for PEN18-0254 improvements.
2. Authorize the City Manager to execute the DIF Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF APR 20, 2021 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 - REGULAR MEETING OF APR 20, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF APR 20, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - REGULAR MEETING OF APR 20, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

F.1. PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS (Report of: Financial & Management Services)

Acting Assistant City Manager/Chief Financial Officer Mohan provided a brief report on this item.

Mayor Pro Tem Baca opened the Public Hearing at 6:34 p.m.

There being no comments in support or opposition, Mayor Pro Tem Baca closed the Public Hearing at 6:34 p.m.

Recommendations: That the City Council:

1. Conduct the final Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the Fiscal Year (FY) 2021/22 Annual Action Plan.
2. Approve the FY 2021/22 Annual Action Plan as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME, and ESG programs with Council amendments, if any.
3. Adopt the FY 2021/22 Annual Action Plan.
4. Authorize the City Manager to approve any reprogramming of allocations between funded programs within the Adopted FY 2021/22 Annual Action Plan in compliance with our Citizen Participation Plan, if necessary.

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

F.2. ADOPTION OF THE FISCAL YEAR 2021/22 – 2022/23 BUDGET (RESO. NOS. 2021-31, CSD 2021-11, HA 2021-01, SA 2021-02) (Report of: Financial & Management Services)

Acting Assistant City Manager/Chief Financial Officer Mohan provided a PowerPoint Presentation on this item.

Council Member Cabrera requested an additional review of the public safety contract. This year at seven and a half percent, we need to ensure that we continue to communicate with Sheriff Bianco and keep an eye on the increases.

Council Member Marquez stated the Sheriff does not set the contract amount the County Board of Supervisors and the unions set the rate and increases. Being the largest City to contract with the county he asked if we are at the head of the class.

Chief Salisbury confirmed that the County Board of Supervisors sets the rates and increases.

Acting Assistant City Manager/Chief Financial Officer Mohan confirmed that the City does have a direct line of communication with the County. He also confirmed that there are union issues that also contribute and the City keeps an eye on those as well.

Mayor Pro Tem Baca opened the Public Hearing at 6:43 p.m.

There being no comments in support or opposition, Mayor Pro Tem Baca closed the Public Hearing at 6:43 p.m.

Recommendations: That the City Council:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. 2021-31, approving the Budget for the City of Moreno Valley for FY 2021/22 – 2022/23, which can be reviewed at <http://www.moval.org/departments/financial-mgmt-svcs/fin-pdf/budget21-23/FY-2021-22-2022-23-ProposedBudget.pdf>; and
2. Following the adoption of the Capital Improvement Plan (CIP), which will be presented to City Council for adoption prior to June 30, 2021, authorize the Chief Financial Officer to consolidate the approved CIP with the approved and adopted Budget and make any minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and
3. Approve the attached job classifications; and

Recommendations: That the CSD:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. CSD 2021-11, approving the Budget for the Moreno Valley Community Services District for FY 2021/22 – 2022/23; and

- 2. Approve the attached job classifications; and

Recommendation: That the Housing Authority:

- 1. Conduct a Public Hearing to Approve and Adopt Resolution No. HA 2021-01, approving the Budget for the Moreno Valley Housing Authority for FY 2021/22 – 2022/23; and

Recommendation: That the Successor Agency:

- 1. Conduct a Public Hearing to Approve and Adopt Resolution No. SA 2021-02, approving the Budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2021/22 – 2022/23.

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

Motion by the CSD to approve staff’s recommendations numbers 1 and 2.

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

Motion by the Housing Authority to approve staff’s recommendation number 1.

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

Motion by the Successor Agency to approve staff’s recommendation number 1.

Minutes Acceptance: Minutes of May 4, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

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)

Mayor Pro Tem Baca reported on the items covered at the March Joint Powers Commission meeting held on April 28th. The Commission approved an MOU for the development of the Perris Valley Lateral B Flood Control Channel. We selected a firm to recruit an Executive Director when Dr. Kelly retires in June. We authorized grant applications for Airport Master Planning and Pavement Maintenance. Finally, we approved this year's Legislative Agenda. That concludes my report on the last March Joint Powers Commission meeting.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA)

Council Member Marquez reported on the items covered at the RTA meeting on May 22, 2021. Thanks to Air Quality grant funding, youth and college students can ride RTA buses for free. To ride, students at participating colleges use the free mobile ticketing app. Youth 18 and under just need to show a valid ID to the driver. Once aboard, you can ride anywhere RTA buses go, anytime they operate. Please visit riversidetransit.com for further details.

Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Baca reported on the items covered at the WRCOG Executive Committee meeting on May 3, 2021 include: WRCOG has adopted a resolution recognizing May as "Conservation Appreciation Month" in honor of the Riverside County Habitat Conservation Agency's (RCHCA) 25th Anniversary. WRCOG is celebrating the ambitious environmental efforts to provide a pathway balancing wildlife conservation, protection of threatened and endangered species and the

ecosystem, all while streamlining processes to support economic development within Riverside County.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Marquez reported Items covered at the RCA Board of Directors meeting on May 3, 2021 include: Moreno Valley's MSHCP fee collection totaled \$ 109,691.00 (47 residential permits and 0.6 acres of commercial/industrial) for the month of March 2021.

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Lee announced the Community Day of Service which is Saturday May 8th from 8:00 a.m. to 12:00 p.m. Everyone will meet at City Hall. To volunteer, visit the City's website. Refreshments will be served.

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 Marquez

1. Commended staff for their work during the pandemic.
2. Excited to hold upcoming events at the new amphitheater.
3. Working with Cal Trans to discuss clean-up of the freeways.
4. Asked residents to report illegal dumping.
5. Requested residents to exercise patience as construction continues on the Redlands/Eucalyptus turnabout.

Council Member Cabrera

1. Thanked staff for expertly managing the City despite the pandemic.
2. Wished everyone a happy Cinco De Mayo.
3. Commended all those involved with the BERC rededication ceremony.
4. Last Friday TODEC, in collaboration with Governor Newsom's office, hosted a vaccination site in Moreno Valley.
5. Participated in a cleanup of Cottonwood Avenue with the Edgemont Women's Club.
6. Encouraged people to participate in the upcoming Community Day of Service.
7. Announced that Vista Del Lago planned to hold their graduation ceremony on Thursday, May 12 2021.
8. Invited residents to attend his upcoming Town Hall at the Lasselle Sports Park, on Wednesday, May 26 2021.
9. Reported that L.A. County recently moved to the yellow tier.

Mayor Pro Tem Baca

1. Praised staff for maintaining a balanced budget and allocating additional funding for street paving.
2. Urged residents to attend the 4th of July celebration.
3. Reminded residents that fireworks are illegal and noted that the fines were recently increased.

ADJOURNMENT

There being no further items to become before the City Council, Mayor Pro Tem Baca adjourned the meeting at 7:03 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:

Victoria Baca
 Mayor Pro Tem Baca
 City of Moreno Valley
 Vice President, Moreno Valley Community Services District
 Vice Chairperson, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Vice Chairperson, Moreno Valley Housing Authority
 Vice Chairperson, Board of Library Trustees
 Vice Chairperson, Public Financing Authority



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: June 1, 2021

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

RECOMMENDED ACTION

Recommendation:

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

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 April 30, 2021. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

With the adoption of the current fiscal year budget and pursuant to Resolution No. 2019-27, unused monies from Fiscal Year 2019/2020 have been carried over to the current Fiscal Year as approved by the City Manager. The Discretionary Expenditure Reports now reflect the amended budget amount.

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

NOTIFICATION

Posting of the agenda as required by the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Regina Flores
Senior Deputy City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Jul - April Discretionary Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 7:29 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/24/21 11:10 AM



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 - April 30, 2021

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
		No expenditures to report for September 2020
		No expenditures to report for October 2020
		No expenditures to report for November 2020
		No expenditures to report for December 2020
		No expenditures to report for January 2021
		No expenditures to report for February 2021
		No expenditures to report for March 2021
		No expenditures to report for April 2021
		TOTAL Council Discretionary Expenditures for FY 20/21
	\$ -	
	\$ 6,000.00	FY 20/21 Adopted Budget Amount
	\$ 2,575.00	Carryover Budget Amount FY 19/20
	\$ 8,575.00	FY 20/21 Amended Budget Amount
	\$ 8,575.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 05/18/2021



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 - April 30, 2021

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
9/3/2020	\$ 400.00	Sponsorship MVAQ Pool Fees
		No expenditures to report for October 2020
		No expenditures to report for November 2020
		No expenditures to report for December 2020
		No expenditures to report for January 2021
		No expenditures to report for February 2021
		No expenditures to report for March 2021
		No expenditures to report for April 2021
	<u>\$ 400.00</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	<u>\$ 1,989.00</u>	Carryover Budget Amount FY 19/20
	<u>\$ 4,989.00</u>	FY 20/21 Amended Budget Amount
	\$ 4,589.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 05/18/2021



COUNCIL DISTRICT 2 VACANT

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 - April 30, 2021

Date	Amount	Description
		No expenditures to report for July 2020
8/26/2020	\$ 994.36	Point Emblem - Custom Challenge Coins
		No expenditures to report for September 2020
10/31/2020	\$ 37.70	Staples - Screen Protector for City Issued Cell Phone
10/31/2020	\$ 7.05	Cupcake & Espresso Bar - Refreshments for Listening Session
10/31/2020	\$ 4.85	Cupcake & Espresso Bar - Refreshments for Listening Session
		No expenditures to report for November 2020
		No expenditures to report for December 2020
		No expenditures to report for January 2021
		No expenditures to report for February 2021
		No expenditures to report for March 2021
		No expenditures to report for April 2021
	\$ 1,043.96	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	\$ 3,639.00	Carryover Budget Amount FY 19/20
	\$ 6,639.00	FY 20/21 Amended Budget Amount
	\$ 5,595.04	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 05/18/2021



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 - April 30, 2021

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
		No expenditures to report for September 2020
		No expenditures to report for October 2020
11/25/2020	\$ 500.00	Sponsorship Building Lives Moreno Valley Food Pantry
		No expenditures to report for December 2020
		No expenditures to report for January 2021
		No expenditures to report for February 2021
		No expenditures to report for March 2021
		No expenditures to report for April 2021
	<u>\$ 500.00</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	<u>\$ 2,578.00</u>	Carryover Budget Amount FY 19/20
	<u>\$ 5,578.00</u>	FY 20/21 Amended Budget Amount
	\$ 5,078.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 05/18/2021



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 - April 30, 2021

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
9/30/2020	\$ 10.00	Wake Up MoVal September 23 Meeting
		No expenditures to report for October 2020
		No expenditures to report for November 2020
12/17/2020	\$ 800.00	Sponsorship Power Speaks Louder Toy Drive
12/31/2020	\$ 1,000.00	Sponsorship Operation Big Blessings Toy Drive
1/31/2021	\$ 72.00	Registration Riverside County BIA Economic Forecast Registration
2/11/2021	\$ 677.85	Sponsorship Unity of the Faith Food Pantry
2/28/2021	\$ (67.00)	Refund Registration Cancellation BIA Economic Forecast less Processing Fee
		No expenditures to report for March 2021
		No expenditures to report for April 2021
	<u>\$ 2,860.51</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	\$ 2,733.00	Carryover Budget Amount FY 19/20
	<u>\$ 5,733.00</u>	FY 20/21 Amended Budget Amount
	\$ 2,872.49	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 05/18/2021



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Acting Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: ROTATIONAL TOW SERVICE PROGRAM: CONSIDERATION OF RESOLUTION SETTING THE ANNUAL COST RECOVERY FEE; AWARD ROTATIONAL TOW SERVICE INDEPENDENT CONTRACTOR AGREEMENTS; AND CITY MANAGER AUTHORIZATION TO EXECUTE RELATED DOCUMENTS AND APPROVE ADMINISTRATIVE CHANGES TO REDUCE CITY'S ADMINISTRATIVE COSTS

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. _____ Setting the Annual Cost Recovery Fee as set forth in the Resolution;
2. Award Rotational Tow Services Independent Contractor Agreements, as recommended by staff; and
3. Authorize City Manager to Execute all Necessary Documents and Revise and Approve any Administrative Procedures the City Manager deems necessary to reduce the City's Costs of Administering the Rotational Tow Services (RTS) Program.

SUMMARY

Staff is recommending that the City Council adopt a resolution that sets the annual cost recovery fee related to the RTS Program, effective July 1, 2021, and which shall be payable by the authorized tow operators. Staff also recommends that the City Council award the 5-year Rotational Tow Services Independent Contractor Agreements to the following local Moreno Valley tow operators: (1) Exclusive Recovery, Inc. dba Exclusive Towing, (2) Doyle Tucker dba Moreno Valley Tow; (3) Pepe's Inc. dba Pepe's Towing

Service, and (4) Valleywide Towing, LLC. Moreover, staff is recommending the City Council authorize the City Manager to execute all necessary documents and to revise and approve any administrative procedures the City Manager deems necessary to reduce the City's costs of administering the RTS Program with the idea of making the City's administration of the RTS Program more efficient and less time consuming.

DISCUSSION

Rotational Tow Service Program

Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) of the Moreno Valley Municipal Code, referred to commonly as the "Rotational Tow Service Program" ("RTS Program") was adopted in 2010. The RTS Program includes rules, regulations and performance standards for tow operators contracting with the City to provide towing, storage and impoundment services requested by the City and its affiliated agencies, departments and divisions – referred to collectively as the "City." In most cases, such services are typically requested by the Police Department or Code Enforcement.

The kinds of services usually requested by the City are related to, but not limited to, responding to public safety emergency situations, traffic safety hazard conditions caused by vehicles which obstruct or impede the flow of traffic, the removal of illegally parked vehicles including vehicles parked in emergency lanes, walkways and/or handicapped parking spaces, disabled vehicles, dismantled vehicles, vehicles involved in accidents, impounded/forfeited vehicles, vehicles seized for evidence, vehicles that are being operated contrary to law and any vehicle situation subject to jurisdiction of the City or its affiliated agencies, departments and divisions.

The RTS Program also contains rules and regulations governing response time, towing, storage, equipment, storage facilities, fees, customer relations, and disciplinary actions deemed necessary for the Police Department and City to effectively manage the RTS Program.

Rotational Tow Services Independent Contractor Agreements

This RTS Program allows pre-qualified private tow operators with their primary business operations located within the territorial boundaries of the City to be placed on a five-year Rotation List of authorized tow operators which will be provided with an equal opportunity to provide vehicle towing and vehicle storage services at the request of the City.

The scope of the RTS Program is limited to requests for services made, submitted, or initiated by the City or its affiliated agencies, departments and divisions, in relation to towing, storing and/or impounding certain vehicles under varying circumstances. The terms and conditions of the RTS Program shall not apply to situations involving consensual tows or requests for services made, submitted, or initiated by private

citizens, private businesses or any other third parties including other public agencies not affiliated with the City.

The cost of any services provided under the RTS Program at the request of the City are not the responsibility of the City, nor the responsibility of any of the City's affiliated agencies, departments and divisions. Rather, the costs of any services provided or rendered by a tow operator at the request of the City or any of its affiliated agencies, departments and divisions under the RTS Program shall be the responsibility of the legal or registered owner of the subject vehicle or any other legally responsible party other than the City's affiliated agencies, departments or divisions.

To be considered for placement on the Rotation List for period of five years, a tow operator must submit a complete proposal in response to the City's Request for Proposals to provide rotational tow services for the City, that includes, addresses or complies (as the case may be) with the responsibilities and obligations and all terms and conditions set forth in this RTS Program.

In March 2021, a Request for Proposal (RFP) was developed and published on Planetbids. This RFP was e-mailed to the four existing participating operators in the Program. The deadline to submit proposals was no later than 4p.m. on Monday, April 12, 2021. A non-refundable application fee of \$2,998.00 was required in accordance with the City's Fee Resolution.

The RTS Program provides that City Council may award contract(s) to tow companies that are in compliance with City standards and regulations as well as meet the intent of the RTS Program.

At the close of the RFP period, five (5) tow companies submitted proposals. However, one of the applicants did not meet the minimum qualifications and was omitted from the process.

Based on the information provided by the tow operators, Staff recommends the City Council award contracts to the four (4) tow operators listed below, pending the compliance of certain conditions and/or terms and in compliance with the standards and requirements of the RTS Program.

1. Exclusive Recovery, Inc. dba Exclusive Towing
24880 San Michele Road
Owner: Gerald Kohutek
2. Doyle Tucker dba Moreno Valley Tow
17007 Kitching Avenue
Owner: Glenn Tucker
3. Pepe's Inc. dba Pepe's Towing Service
14351 Veterans Way
Owner: Manual Acosta

- 4. Valleywide Towing, LLC
 24850 Rivard Road
 Managers: Randall Wilson

Fees/Rates for Cost Recovery

The RTS Program provides that the fees/rates charged to a vehicle’s registered owner or agent must be reasonable and comparable to rates charged for similar services. Under the RTS Program, tow operators may charge set rates/fees in order to participate in the RTS Program, for the next five years, commencing July 1, 2021 and ending in June 30, 2026. The authorized tow operators must adhere to the set fees/rates in the first year of the program – the 2021 program year. A maximum of 3% increase will be available to the tow operators for each subsequent program year, commencing July 1st of each subsequent program year, if approved by the City Manager.

Moreover, the current program is a “tow-by-tow” rotation with dispatch services provided by the private vendor, Professional Communications Network (PCN). In addition to the dispatch service costs, staff conducted an analysis on costs incurred by the City to administer the terms and conditions of the RTS program. It was determined that the costs to operate the RTS Program, including dispatch services, is greater than the cost recovered through the current deposit required, as set forth in the Municipal Code Chapter. As a result, staff recommends that following annual Cost Recovery Payment (Tow Operator’s Annual Fee) be revised and set as follows:

Tow Operator’s Annual Fee
 (Cost Recovery Payment)

Program Year	Annual Fee
2021	\$10,000.00
2022	\$15,000.00
2023	\$20,000.00
2024	\$25,000.00
2025	\$30,000.00

The annual fee must be paid by July 1st of each year. The tow operator will have thirty (30) calendar days to make the payment. If the tow operator fails to make the annual payment within thirty (30) calendar days from July 1st of each year during the five (5) year term, the City shall suspend the tow operator from the RTS program until the funds are received by the City. If the tow operator fails to make the annual payment within sixty (60) calendar days from July 1st of each year during the five (5) year term, the agreement with the tow operator shall be terminated and the tow operator shall be removed from the RTS program for the remainder of the contract period. Any outstanding City administrative fees are immediately due and payable.

ALTERNATIVES

The following alternatives are available to the City Council. The Public Safety Subcommittee and staff recommend Alternative 1.

- a) Adopt Resolution No. _____ Setting the Annual Cost Recovery Fee as set forth in the Resolution; Award Rotational Tow Services Independent Contractor Agreements, as recommended by staff; and Authorize City Manager to Execute all Necessary Documents and Revise and Approve any Administrative Procedures the City Manager deems necessary to reduce the City's Costs of Administering the Rotational Tow Services Program. ***This alternative is recommended by the Public Safety Subcommittee and staff.***
- b) Direct staff to explore other options to provide a RTS Program. ***This alternative is not recommended by the Public Safety Subcommittee and staff.***

FISCAL IMPACT

The RTS Program requires each tow operator pay a RTS Application Fee at the time a proposal was submitted to the City for consideration. The application fee was \$2,998.

NOTIFICATION

Staff has notified the tow operators filing proposals to participate in the RTS Program of the City Council meeting and pending action.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Public Safety Contracts Administrator

Department Head Approval:
Brian Mohan
Acting Assistant City Manager

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. Resolution - RTS Program Cost Recovery Fee

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/21/21 11:07 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/25/21 9:44 AM

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN INCREASE IN THE COST RECOVERY FEE FOR THE ROTATIONAL TOW SERVICE PROGRAM

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the Rotational Tow Operators; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public meeting the question of whether or not to modify existing cost recovery fees and establish new fees for such service, to provide more equitable cost recovery for such services; and

WHEREAS, at said meeting, the City Council duly considered all public comments which were made with respect to said question;

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

1. The amended fees attached as Exhibit "A" hereto are hereby approved and adopted.
2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.
3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.
4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.
5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any

Attachment: Resolution - RTS Program Cost Recovery Fee (4352 : ROTATIONAL TOW SERVICE PROGRAM: CONSIDERATION OF

other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective Thursday July 1, 2021.

APPROVED AND ADOPTED this ____ day of _____ 2021.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

2
Resolution No. 2021-xx
Date Adopted: _____, 2021

Attachment: Resolution - RTS Program Cost Recovery Fee (4352 : ROTATIONAL TOW SERVICE PROGRAM: CONSIDERATION OF

Exhibit A
CITY OF MORENO VALLEY
ROTATIONAL TOW SERVICE PROGRAM
AMENDED COST RECOVERY SCHEDULE

Tow Operators selected to participate in the City’s RTS Program shall agree to pay the City for actual and reasonable costs incurred in connection with administration of the RTS Program. If a Tow Operator is approved to participate in the City’s RTS Program and an Agreement is executed by both parties, the Tow Operator must pay the following, each year, during the five (5) year term of the Agreement:

Year 2021	\$10,000.00
Year 2022	\$15,000.00
Year 2023	\$20,000.00
Year 2024	\$25,000.00
Year 2025	\$30,000.00

The cost recovery payment must be made by July 1st of each year. The Tow Operator will have thirty (30) calendar days to make payment. Failure to submit payment will be cause for suspension and/or revocation of a Tow Operator’s Permit.

The current program is a “tow-by-tow” rotation with dispatch services provided by Professional Communications Network (PCN). It is estimated that the Operators in the current program will pay an initial nonrefundable application and the aforementioned annual cost for the term of the five (5) year program.

Attachment: Resolution - RTS Program Cost Recovery Fee (4352 : ROTATIONAL TOW SERVICE PROGRAM: CONSIDERATION OF

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 _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Resolution - RTS Program Cost Recovery Fee (4352 : ROTATIONAL TOW SERVICE PROGRAM: CONSIDERATION OF

4
Resolution No. 2021-xx
Date Adopted: _____, 2021



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Acting Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

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

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

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Vanessa Leccese
Executive Assistant

Department Head Approval:
Brian Mohan
Acting Assistant City Manager
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/25/21 9:25 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/25/21 9:25 AM

**City of Moreno Valley
Personnel Changes
June 1, 2021**

New Hires

Alex Batres, Management Assistant, City Clerk Department

Jhonalee Asuncion, Community Services Coordinator, Parks & Community Services Department

Promotions

Lanee Padilla

From: Code Compliance Officer II, Community Enhancement & Neighborhood Services Division,
Community Development Department

To: Senior Community Enhancement Officer, Community Enhancement & Neighborhood Services
Division, Community Development Department

Transfers

None

Separations

Leticia Esquivel, Planning Division, Community Development Department



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Acting Assistant City Manager
Mike Lee, City Manager

AGENDA DATE: June 1, 2021

TITLE: RESOLUTION EXTENDING THE AD HOC CITIZENS
PUBLIC SAFETY COMMITTEE

RECOMMENDED ACTION

Approve Resolution No. 2021-__ , a Resolution of the City Council of the City of Moreno Valley, California, extending the current Moreno Valley Citizens Public Safety Committee for one year.

SUMMARY

The current Ad Hoc Committee shall be extended for one.

DISCUSSION

The Ad Hoc Committee was created June 16, 2020 to engage community stakeholders, identify community concerns, identify quality of life concerns, gather information on police services and practices, and develop potential positions of advocacy for the City Council.

The Resolution recommends the extension of the current Ad Hoc Citizens Public Safety Committee.

ALTERNATIVES

1. Approve proposed Resolution extending the Ad Hoc Citizens Public Safety. Staff recommends this alternative.
2. Do not approve proposed Resolution extending Ad Hoc Citizens Public Safety Committee. Staff does not recommend this alternative.

FISCAL IMPACT

The extension of the current Ad Hoc Citizens Public Safety Committee would focus on improving police services, which may reduce future liability and future contract rates.

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Brian Mohan
Acting Assistant City Manager

Department Head Approval:
Mike Lee
City Manager

CITY COUNCIL GOALS

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

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Committee Extension 6-1-21 - Resolution

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/21/21 10:51 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/24/21 11:12 AM

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, EXTENDING THE MORENO VALLEY CITIZENS PUBLIC SAFETY COMMITTEE OF THE CITY COUNCIL

WHEREAS, on June 2, 2020 the City Council provided direction to review the establishment of Moreno Valley Citizens Public Safety Committee; and

WHEREAS, the City Council and the community have expressed concerns on the delivery of public safety services within the County and the City; and

WHEREAS, in order to fully identify and address concerns to make meaningful changes to the delivery of public safety services, well-planned and synergistic strategies must be established; and

WHEREAS, the City Council of the City of Moreno Valley will work with community stakeholders to guide the development of those strategies, and

WHEREAS, on June 16, 2020 the City Council approved the establishment of the Moreno Valley Citizens Public Safety Committee of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE THAT THE CURRENT MORENO VALLEY CITIZENS PUBLIC SAFETY COMMITTEE IS EXTENDING FOR ONE YEAR:

Section 1. Term

The Ad Hoc Committee shall exist until June 30, 2022, unless such term is extended by resolution of the City Council.

Section 2. Meetings:

The Committee shall hold, one regular meeting per month as needed and designate the times, dates and places therefor. If there is a lack of substantive agenda items for a regular meeting, and if there is no pending request from the City Council, such meeting may be cancelled by the chairperson or by a majority of the Committee. Meetings shall not be subject to the Ralph M. Brown Act.

Six or more voting members of the Committee shall constitute a quorum for the conduct of business, and a majority of such quorum shall be necessary to approve or deny an issue.

1
Resolution No. 2021-____
Date Adopted: June 1, 2021

APPROVED AND ADOPTED this 1ST day of June, 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2021-2
Date Adopted: June 1, 2021

Attachment: Committee Extension 6-1-21 - Resolution (4430 : RESOLUTION EXTENDING THE AD HOC CITIZENS PUBLIC SAFETY COMMITTEE)

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2020-__ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2021- 3
Date Adopted: June 1, 2021

Attachment: Committee Extension 6-1-21 - Resolution (4430 : RESOLUTION EXTENDING THE AD HOC CITIZENS PUBLIC SAFETY COMMITTEE)



Report to City Council

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

FROM: Brian Mohan, Acting Assistant City Manager
 Mike Lee, City Manager

AGENDA DATE: June 1, 2021

TITLE: FISCAL YEAR 2020/21 THIRD QUARTER BUDGET
 REVIEW AND APPROVAL OF THE FISCAL YEAR 2020/21
 THIRD QUARTER BUDGET AMENDMENTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive and file the Fiscal Year 2020/21 Third Quarter Budget Review.
2. Adopt Resolution No. 2021-XX. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year (FY) 2020/21.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2021-XX. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for FY 2020/21.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. Successor Agency 2021-XX. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the revised operating and capital budget for FY 2020/21.

SUMMARY

This report provides the Third Quarter Budget Report, which updates the Mayor and City Council regarding current year financial trends, and provides the Fiscal Year 2020/21 Third Quarter Budget Review through March 31, 2021. This report also requests the approval of certain FY 2020/21 revenue and expenditure budget amendments.

DISCUSSION

Based on a long-term practice of maintaining a structurally balanced budget and being identified as one of the most fiscally fit cities in the Country, on May 7, 2019, the City Council continued this trend and adopted the Two-Year Operating Budget for Fiscal Years 2019/20 – 2020/21, while adhering to those past practices. Additionally, as established after the last recession, the budget continues to fund and maintain separate reserves specifically established for periods of economic uncertainty or natural disasters. The budget included all component units of the City, including the General Fund, Community Services District, Housing Authority and Successor Agency. During the two-year budget period, the City Council will be updated of the City's financial condition through the process of Quarterly Budget Reviews. This ongoing process ensures a forum to review expenditure and revenue changes from the estimates made in the budget document. Additionally, any significant changes in projected revenue or unanticipated expenditures that may occur will be presented to the City Council.

This report provides the FY 2020/21 Third Quarter Review for the first 9 months, July through March. The Third Quarter budget review will focus primarily on the City's General Fund. This review will also present nine-month operational results from other key funds.

The City Council's direction of "Maintain a Balanced General Fund Budget" serves as a foundation for the fiscal status of City operations. Ongoing funding is directed to sustain ongoing operational expenses; one-time funding is directed toward one-time expenditures. This report identifies the budget adjustments as recommended by the City Manager.

FISCAL YEAR 2020/21 THIRD QUARTER REVIEW:

This Third Quarter Report updates the Mayor and City Council regarding current year financial trends and provides the opportunity for the City Council to review the recommended actions as they relate to revenues and expenditures.

General Fund Revenue Update

Revenue receipts do not follow an even schedule. Although 75% of the fiscal year has elapsed, based on historic trends revenues are estimated to be at approximately 62% of the budgeted amount. Actual revenues received are currently 68% of budget. As the FY 2020/21 revenue estimates were developed prior to the adoption of the budget on

May 7, 2019, the revenue estimates may require adjustments based on the FY 2020/21 actuals and revised projections throughout the year. Although there will be variances in some of the amounts budgeted, the total is expected to remain within 1% of the amended budget for the year. It should be noted that the lag in timing of revenue receipts helps illustrate the need for an operating cash reserve throughout each fiscal year.

General Fund Expenditure Update

Although not all expenditures follow a straight-line spending pattern, operating expenditures should track close to within 75% of budget for the year at the end of the first nine months. As of March 31, 2021, total General Fund expenditures were at 64%.

FISCAL YEAR 2020/21 BUDGET ADJUSTMENTS

The FY 2020/21 General Fund revenue budget, as amended, totals approximately \$112.2 million. Based on economic activity and revenue collections through March 2021, staff is recommending Third Quarter budget minor increase of \$420,000 to approximately \$112.6 million.

The FY 2020/21 General Fund expenditures budget as currently amended, and excluding one-time expenditures from fund balance, totals approximately \$112.2 million. The recommended Third Quarter budget amendments increase expenditures by \$405,000 to \$112.6 million. The fund continues to be structurally balanced, without the use of fund balance for ongoing operations. The specific budget adjustments for the General Fund are summarized in Exhibit A attached to the City Council Resolutions recommended for approval.

Fund	Type (Rev/Exp)	FY 2020//21 Amended Budget (1)	Proposed Adjustments	FY 2020/21 Amended Budget	Proposed Adjustments (%)
General Fund	Rev	\$112,193,653	\$420,000	\$112,613,653	<1%
General Fund	Exp	\$112,208,653	\$405,000	\$112,613,653	<1%
	Net Total	(\$15,000)	\$15,000	\$0	

Summaries of Other Major Funds

The following provides a summary of some of the proposed budget adjustments to other major funds. A complete list of all changes are identified in Exhibit A to the Resolutions.

Other Grants (2300)

Increase revenue/expense of \$500,000 for the LEAP grant.

Development Impact Fee Funds (2901-2913)

Increase revenue \$5,035,074 due to continue increases in development projects.

Agency Funds (4105-4114)

Reduce revenue \$1,055,010 and expense \$2,261,136 due to implementing a new Government Accounting Standards Board (GASB) 84 Accounting Change, which will now treat these funds as pass-through trust funds as opposed to agency funds.

ALTERNATIVES

1. Approve Recommended Actions as set forth in this staff report, including the approval of the budget adjustments, as presented in Exhibit A. The approval of these items will allow ongoing activities to be carried out in the current fiscal year and the City is able to modify budgets and operations as necessary through this quarterly review, while retaining a structurally balanced General Fund budget. *Staff recommends this alternative.*

1. Do not approve proposed Recommended Actions as set forth in this staff report, including the resolutions adopting the budget adjustments to the budget, as presented in Exhibit A. *Staff does not recommend this alternative.*

FISCAL IMPACT

The City's Operating and Capital Budgets provide the funding and expenditure plan for all funds. As such, they serve as the City's financial plan for the fiscal year. The fiscal impacts for the proposed budget amendments are identified in Exhibits A.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Stephanie Cuff
Management Analyst

Department Head Approval:
Brian Mohan
Acting Chief Financial Officer/City Treasurer
Acting Assistant City Manager/CFO/ City Treasurer

Approved by:
Mike Lee
City 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.

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

Objective 1.1: Proactively attract high-quality businesses.

Objective 1.2: Market all the opportunities for quality industrial development in Moreno Valley by promoting all high-profile industrial and business projects that set the City apart from others.

Objective 1.6: Establish Moreno Valley as the worldwide model in logistics development.

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

ATTACHMENTS

- 1. 2-FY20-21 Third Quarter Financial Rep v1
- 2. 3-City Resolution 2021-XX
- 3. 3-CSD Resolution 2021-XX
- 4. 3-SA Resolution 2021-XX
- 5. 4-Exhibit A - Proposed Amendments v2

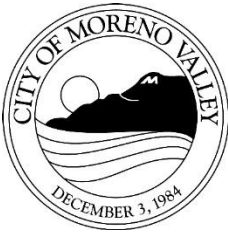
APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	5/21/21 10:52 AM
City Attorney Approval	<u> ✓ Approved </u>	

City Manager Approval

✓ Approved

5/24/21 11:13 AM



City of Moreno Valley

Fiscal Year 2020/21

Third Quarter Financial Summary

TO: Mayor and City Council

FROM: Brian Mohan, Acting Chief Financial Officer/City Treasurer

DATE: June 1, 2021

Note from the Acting Chief Financial Officer/City Treasurer

Due to the public health emergency related to the COVID-19 pandemic, the State of California issued a Statewide “Stay-at-Home” directive (EO N-33-20) on March 19, 2020. At the time of this directive, economic forecasting models estimated revenue shortfalls at \$9.9 million for FY 2020/21. The City Council approved a budget plan to reduce revenues and expenditures accordingly in order to comply with our budget and fiscal policies. As we are now a year into the pandemic for this reporting period, the actual revenues have been negatively impacted, but not as severe as economist had originally thought.

The economic climate is ever changing during this pandemic due to constant changing of the opening/closing guidelines based on the number of positive cases that are continuing to increase. For these reasons, the City must remain optimistically cautious and only increase revenues when they are actually received. Staff will continue to monitor and request quarterly revenue adjustment based on this approach. These revenue adjustments will be offset by replenishing our expenditure levels accordingly.

INTRODUCTION

On May 7, 2019, the City Council adopted the Two-Year Operating Budget for Fiscal Years (FY) 2019/20 – 2020/21. During the two-year budget period, the City Council will be kept apprised of the City’s financial condition through the process of First Quarter, Mid-Year Budget and Third Quarter Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant changes in projected revenue or unanticipated expenditures that may occur will be shared with the City Council.

This report provides a review of the unaudited financial results at the Third Quarter of FY 2020/21 (July 2020 – March 2021, 75% of the fiscal year).

CITYWIDE OPERATING EXPENDITURE SUMMARY

The following table contains a summary of the adopted budget, amended budget and the Third Quarter expenditures. The totals represent each major fund type and component unit of the City.

Table 1. Citywide Operating Expenditures

Fund/Component Unit	FY 2020/21	FY 2020/21	Actuals as of	% of Amended
	Adopted Budget	Amended Budget	3/31/21 (unaudited)	Budget
General Fund	\$ 116,773,613	\$ 112,208,653	\$ 71,919,924	64.1%
Community Services District (CSD)	21,936,223	22,834,137	13,399,359	58.7%
Successor Agency	5,089,728	2,957,002	2,285,045	77.3%
Housing Fund	250,000	1,452,000	1,253,299	86.3%
Special Revenue Funds	41,270,569	99,412,149	29,159,045	29.3%
Capital Projects Funds	5,935,000	31,172,555	7,680,712	24.6%
Electric Utility Funds	32,751,206	45,205,531	25,808,379	57.1%
Internal Service Funds	10,013,938	14,285,095	7,256,147	50.8%
Debt Service Funds	4,327,834	24,710,390	43,464,951	175.9% *
Total	\$ 238,348,111	\$ 354,237,512	\$ 202,226,862	57.1%

*Due to bond refinancing.

Actions taken by the City Council subsequent to the May 7, 2019 adoption of the two-year budget and included in the Amended Budget are:

- Throughout the fiscal year, there are also budget amendments to reflect the acceptance of grants and adjustments to contractual services and material/supplies. The individual amendments are reviewed as part of separate City Council agenda items.
- The majority of this Third Quarter update will focus on the General Fund, as it supports all basic services provided to City residents. Highlights for other key component funds will be discussed at a summary level as well.
- Due to the public health emergency related to the COVID-19 pandemic, the State of California issued a Statewide "Stay-at-Home" directive (EO N-33-20) on March 19, 2020. At the time of this directive, economic forecasting models estimated revenue shortfalls at \$9.9 million for FY 2020/21. The City Council approved a budget plan to reduce revenues and expenditures accordingly in order to comply with our budget and fiscal policies

GENERAL FUND OPERATING

Table 2. General Fund Operations

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Actuals as of 3/31/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 16,553,200	\$ 16,637,300	\$ 10,472,609	62.9%
Property Tax in-lieu	21,290,000	21,290,000	11,369,186	53.4%
Utility Users Tax	16,100,000	15,717,540	11,197,777	71.2%
Sales Tax	21,635,000	17,924,103	14,303,197	79.8%
Other Taxes	15,915,000	12,627,832	9,012,507	71.4%
Licenses & Permits	5,153,936	5,173,535	3,800,002	73.5%
Intergovernmental	313,000	3,016,243	2,978,647	98.8%
Charges for Services	13,045,435	11,400,533	9,569,220	83.9%
Use of Money & Property	5,097,806	4,413,853	2,957,079	67.0%
Fines & Forfeitures	604,500	301,343	368,672	122.3%
Miscellaneous	165,600	165,600	248,076	149.8%
Total Revenues	\$ 115,873,477	\$ 108,667,882	\$ 76,276,972	70.2%
Expenditures:				
Personnel Services	\$ 25,662,073	\$ 23,092,443	\$ 15,128,481	65.5%
Contractual Services	78,868,243	74,915,925	47,729,554	63.7%
Material & Supplies	2,097,824	4,252,613	1,319,541	31.0%
General Government	-	-	-	-
Debt Service	-	-	-	-
Fixed Charges	5,933,338	4,934,910	3,957,633	80.2%
Fixed Assets	50,000	497,546	48,944	9.8%
Total Expenditures	\$ 112,611,478	\$ 107,693,437	\$ 68,184,152	63.3%
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	\$ 3,261,999	\$ 974,445	\$ 8,092,820	
Transfers:				
Transfers In	\$ 913,836	\$ 3,525,771	\$ 740,719	21.0%
Transfers Out	4,162,135	4,515,216	3,735,772	82.7%
Net Transfers	\$ (3,248,299)	\$ (989,445)	\$ (2,995,053)	
Total Revenues & Transfers In	\$ 116,787,313	\$ 112,193,653	\$ 77,017,691	68.6%
Total Expenditures & Transfers Out	116,773,613	112,208,653	71,919,924	64.1%
Net Change of Fund Balance	\$ 13,700	\$ (15,000)	\$ 5,097,767	

General Fund Operating Revenues

The General Fund is comprised of several revenue types. However, the main sources include property tax, utility user's tax, and sales tax. Each of these is affected by different economic activity cycles and pressures.

Table 3. General Fund Operating Revenues

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Actuals as of 3/31/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 16,553,200	\$ 16,637,300	\$ 10,472,609	62.9%
Property Tax in-lieu	21,290,000	21,290,000	11,369,186	53.4%
Utility Users Tax	16,100,000	15,717,540	11,197,777	71.2%
Sales Tax	21,635,000	17,924,103	14,303,197	79.8%
Other Taxes	15,915,000	12,627,832	9,012,507	71.4%
Licenses & Permits	5,153,936	5,173,535	3,800,002	73.5%
Intergovernmental	313,000	3,016,243	2,978,647	98.8%
Charges for Services	13,045,435	11,400,533	9,569,220	83.9%
Use of Money & Property	5,097,806	4,413,853	2,957,079	67.0%
Fines & Forfeitures	604,500	301,343	368,672	122.3%
Miscellaneous	165,600	165,600	248,076	149.8%
Total Revenues	\$ 115,873,477	\$ 108,667,882	\$ 76,276,972	70.2%

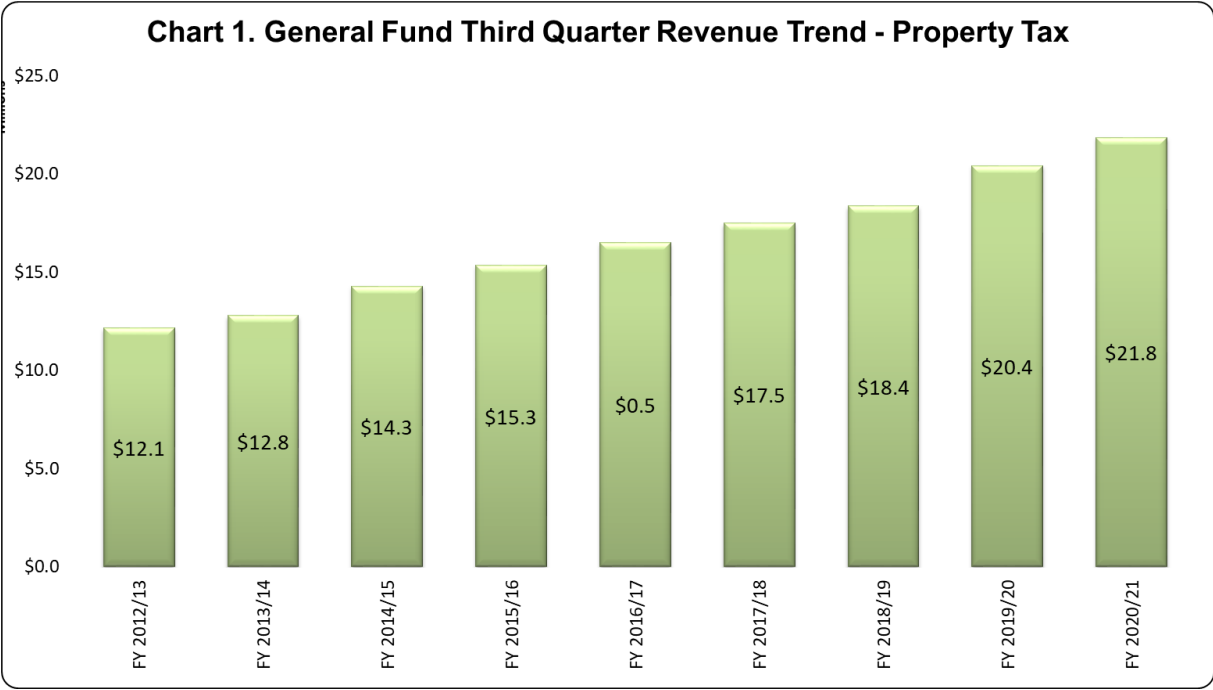
Property Taxes/Property Taxes In-Lieu

Property taxes were budgeted to increase by 2.7% from the FY 2019/20 Amended Budget. The annual schedule of property tax payments from the County of Riverside will provide payments to the City based on the following estimated schedule:

Secured Property Tax Payment Dates

Settlement 1	January
Settlement 2	May
Settlement 3	August
Teeter Settlement	October

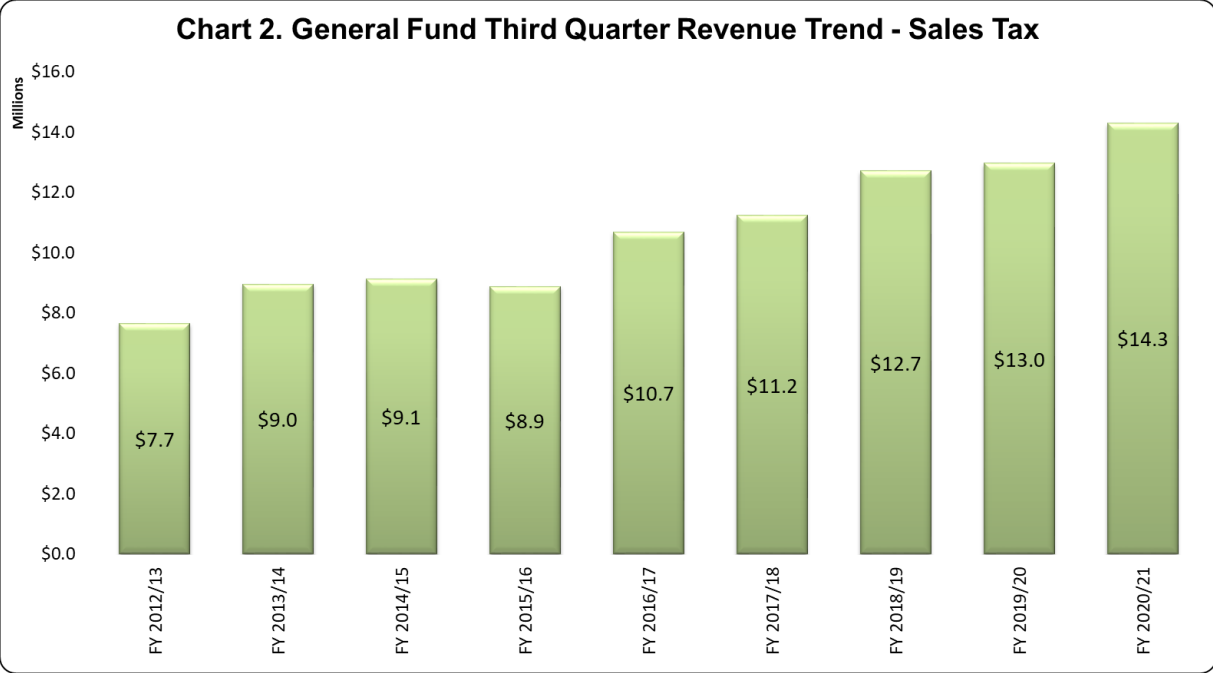
Based on historical averages of actual receipts, the City is estimated to receive up to 54% of the budgeted property tax revenue through Third Quarter. The City has currently received 58% through Third Quarter. Property taxes will continue to be monitored as property valuations may adjust through the year based on property sales and assessment appeals filed with the County.



Sales Taxes

Sales taxes were budgeted to increase by 4% from the FY 2019/20 Amended Budget. Sales tax receipts will need to be continually monitored through the year to determine if current trends begin to plateau or begin to decrease.

Based on historical averages of actual receipts, the City is estimated to receive 59% of the budgeted sales tax revenue through Third Quarter. The City has currently received 80% through Third Quarter.

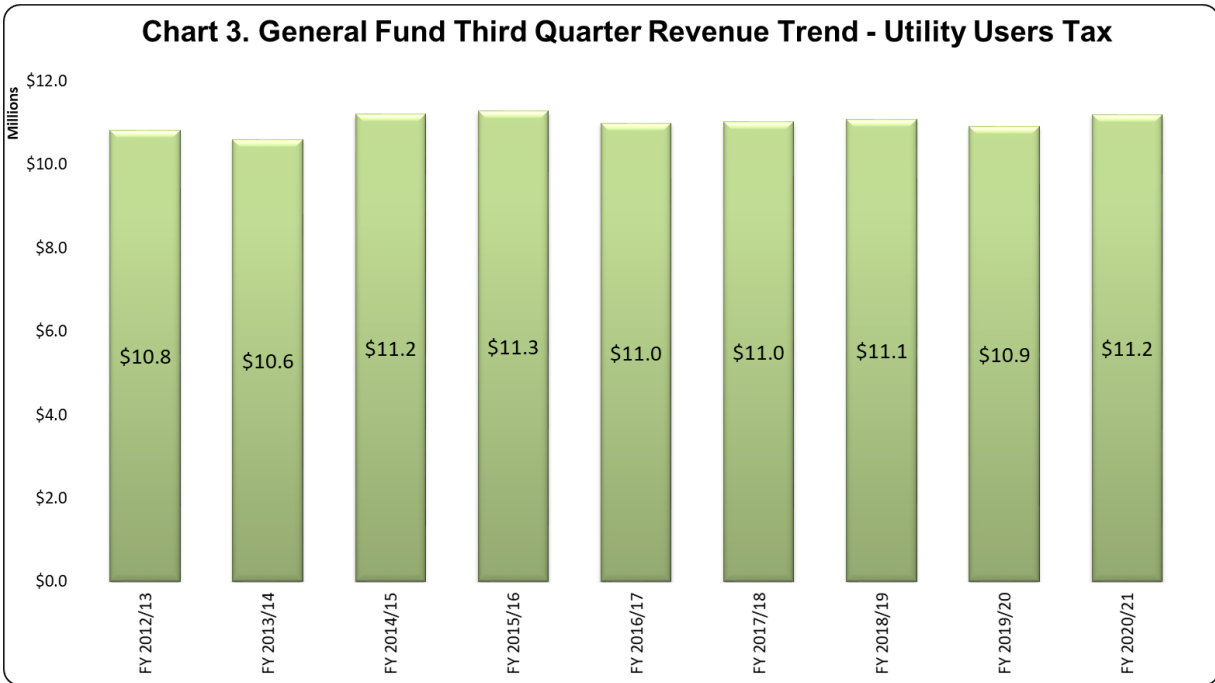


Note: For FY 2017/18, the reversal of revenues accrued to the prior fiscal year in accordance with the Government Accounting Standards Board (GASB) did not occur until the second quarter.

Utility Users Tax

Utility Users taxes were budgeted to increase less than 1% from the FY 2019/20 Amended Budget. This projection is primarily due to competitive forces within the communications markets. Both the wireless and wired markets experienced downturns year over year. Based on our discussions with utility tax experts, there are a couple of causes for this trend. First is competition and bundling practices within the market as more small players continue to join the market. Second is the migration of customers from contract plans to prepaid plans.

Based on historical averages of actual receipts, the City is estimated to receive 69% of the budgeted utility users tax revenue through Third Quarter. The City has currently received 71% through Third Quarter.

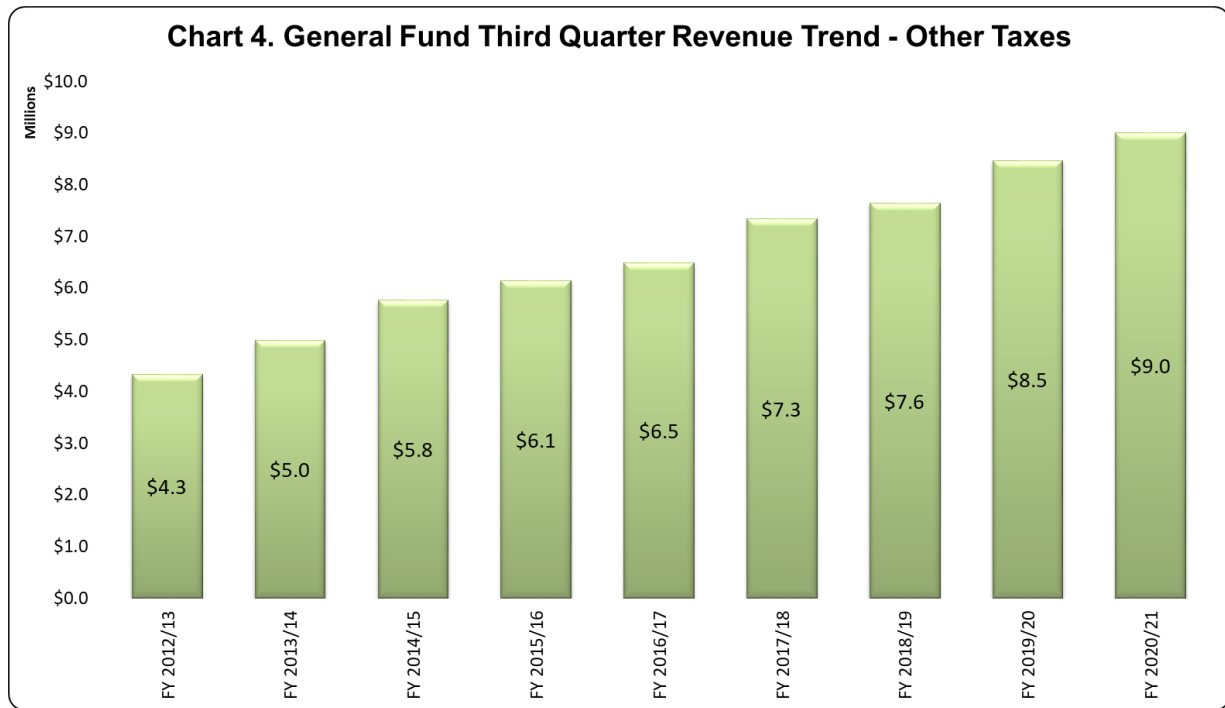


Other Taxes

Other taxes are primarily composed of Business Gross Receipts, Transient Occupancy Tax, Documentary Transfer Tax, and Franchise Fees. Collectively, other taxes were budgeted to increase 7.7% from the FY 2019/20 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 64% of the budgeted Other Taxes revenue through Third Quarter. The City has currently received 71% through Third Quarter.

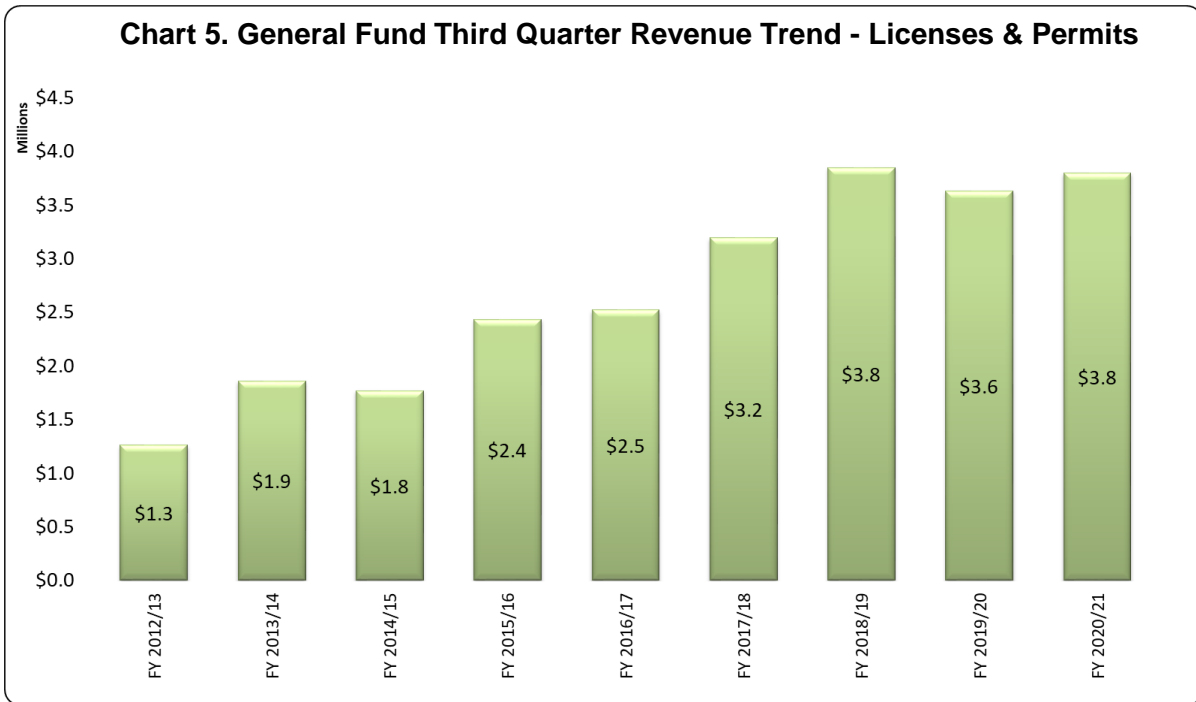
Attachment: 2-FY20-21 Third Quarter Financial Rep v1 (4427 : FY20/21 THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE BUDGET



Licenses & Permits

Licenses & Permits are primarily composed of Business and Animal Licenses, along with Building, Electrical, Mechanical, Plumbing and other permits. Collectively, Licenses & Permits were budgeted to decrease by 4% from the FY 2019/20 Amended Budget. This increase reflects increases due to Commercial Cannabis Business Permits. This budget will be monitored for a possible future increase.

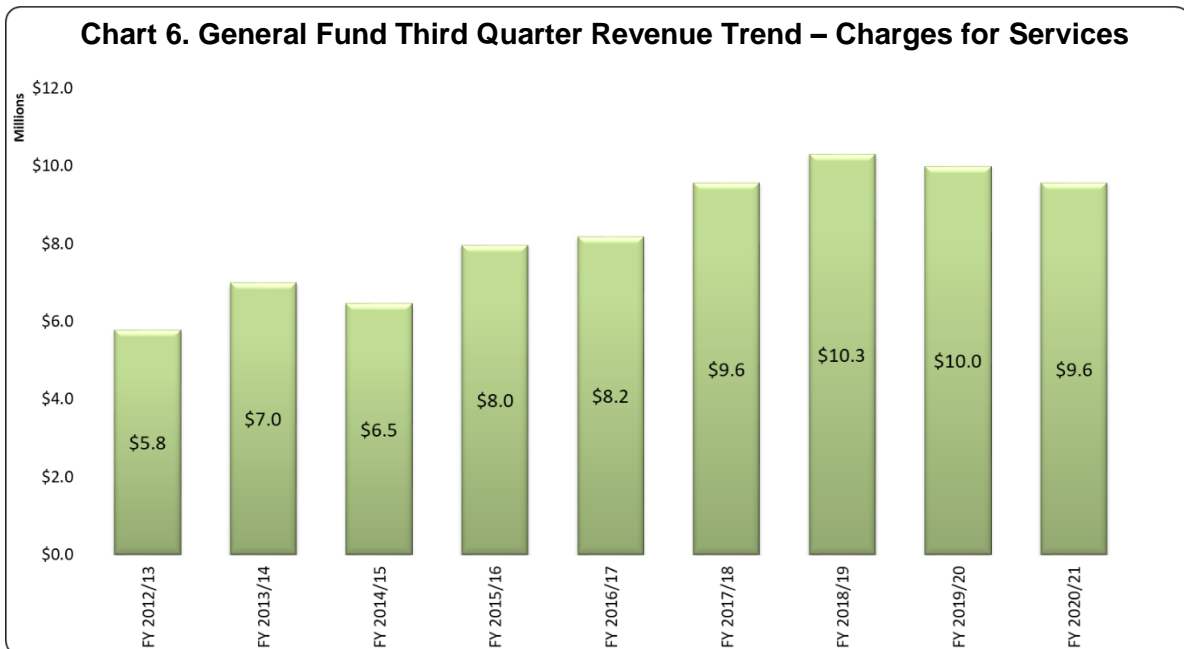
Based on historical averages of actual receipts, the City is estimated to receive 91% of the budgeted Licenses & Permits revenue through Third Quarter. The City has currently received 73% through Third Quarter. The collection rate is related primarily to building and business license permit activities.



Charges for Services

Charges for Services are primarily composed of Plan Check Fees, Inspection Fees, Administrative Charges to other funds, and Parking Control Fines. Collectively, Charges for Services were conservatively budgeted to decrease by 2% from the FY 2019/20 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 76% of the budgeted Charges for Services revenue through Third Quarter. The City has currently received 84% through Third Quarter.



Use of Money and Property

Investment income continues to remain low due to extremely low rates of return for fixed income investments, but has increased over the last year due to actions taken by the Federal Open Market Committee (FOMC). The investments achieved a Yield to Maturity (YTM) for March 2021 of 1.64%. In addition, the City maintained funds in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .36%. In the first nine months, the FOMC decreased the federal funds target rate by 225 basis points to 0.0% - 0.50%. This is a very low rate of return compared to historical experience, but is indicative of how investment income is performing everywhere, which is the reason the City utilizes the active management approach.

General Fund Expenditures

Expenditures are being spent in-line with prior year expenditures. Each Department's activities will be monitored throughout the year as they may be impacted by different operational activities and project timelines.

Table 4. General Fund Expenditures

Department	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Actuals as of 3/31/21 (unaudited)	% of Amended Budget
City Council	\$ 1,037,483	\$ 1,112,313	\$ 560,150	50.4%
City Clerk	1,054,060	855,366	365,211	42.7%
City Manager	2,039,696	1,819,639	908,634	49.9%
City Attorney	1,099,482	875,953	717,794	81.9%
Community Development	10,666,576	9,473,589	5,981,978	63.1%
Economic Development	2,464,235	2,223,524	1,034,795	46.5%
Financial & Management Services	11,818,382	12,501,344	7,097,915	56.8%
Public Works	7,771,229	7,636,732	5,151,706	67.5%
Non-Departmental	5,247,135	5,840,562	5,836,837	99.9%
Non-Public Safety Subtotal	\$ 44,758,786	\$ 42,339,022	\$ 27,655,020	65.3%
Public Safety				
Police	\$ 47,997,631	\$ 45,680,760	\$ 28,282,898	61.9%
Fire	24,017,196	24,188,871	15,982,007	66.1%
Public Safety Subtotal	\$ 72,014,827	\$ 69,869,631	\$ 44,264,904	63.4%
Total	\$ 116,773,613	\$ 112,208,653	\$ 71,919,924	

OTHER KEY FUNDS

The following summaries describe other major funds in the City.

Moreno Valley Community Services District

The Moreno Valley Community Services District (CSD) was formed by the voters in 1984 to collect fees and certain taxes to provide an array of services including parks, recreation and community services, streetlights, landscaping and ongoing maintenance. The CSD provides these services through separate “zones” that define the services that are provided.

For certain zones, the primary revenue source used to provide services to properties is parcel fees or taxes levied on properties via their annual tax bill. Proposition 218, passed by California voters in November 1996, and has posed a serious challenge to managing the future operation of the CSD zones. Prop. 218 requires any revenue increase to be addressed through a voting process by affected property owners. For a period following the initial implementation of Prop. 218, the CSD was successful in receiving approval for some new or increased revenues. There were also revenue increases due to the growth of developed parcels within the zones. However, due to cost increases that exceed any offsetting increases in the revenues over the past years, and the recent economic downturn slowing new parcel growth, property owners have been resistant to efforts to fully fund service levels.

Table 5. CSD Operations

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Actuals as of 3/31/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 5,499,288	\$ 5,499,288	\$ 3,546,279	64.5%
Other Taxes	6,719,200	6,725,053	3,692,868	54.9%
Charges for Services	5,698,574	5,598,349	2,570,633	45.9%
Use of Money & Property	1,022,020	1,098,335	71,708	6.5%
Fines & Forfeitures	30,000	30,000	531	1.8%
Miscellaneous	22,010	941,035	305,690	32.5%
Transfers In	2,040,727	1,710,030	1,203,118	70.4%
Total Revenues	\$ 21,031,819	\$ 21,602,090	\$ 11,390,827	52.7%
Expenditures:				
Library Services Fund (5010)	\$ 2,708,319	\$ 2,741,331	\$ 2,187,176	79.8%
Zone A Parks Fund (5011)	10,258,968	9,982,473	5,799,161	58.1%
LMD 2014-01 Residential Street Lighting Fund (5012)	1,516,919	1,526,919	828,256	54.2%
Zone C Arterial Street Lighting Fund (5110)	875,414	875,414	508,483	58.1%
Zone D Standard Landscaping Fund (5111)	1,426,105	1,527,445	674,136	44.1%
Zone E Extensive Landscaping Fund (5013)	289,398	473,130	303,528	64.2%
5014 LMD 2014-02	2,832,609	3,462,800	2,047,033	59.1%
Zone M Median Fund (5112)	468,229	569,853	194,219	34.1%
CFD No. 1 (5113)	1,482,660	1,597,170	821,591	51.4%
Zone S Financial & Management Svcs (5114)	-	77,602	35,776	46.1%
Zone S Public Works (5114)	77,602	-	-	0.0%
Total Expenditures	\$ 21,936,223	\$ 22,834,137	\$ 13,399,359	58.7%
Net Change or Adopted Use of Fund Balance	\$ (904,404)	\$ (1,232,047)	\$ (2,008,532)	

Community Services District Zone A – Parks & Community Services

The largest Zone within the CSD is Zone A. It accounts for the administration and maintenance of the Parks & Community Services facilities and programs. Funding sources for these services come from a combination of property taxes, fees for service and smaller amounts from other City funds.

Table 6. CSD Zone A Operations

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Actuals as of 3/31/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 2,812,910	\$ 2,812,910	\$ 1,810,942	64.4%
Other Taxes	4,977,000	4,977,000	2,748,349	55.2%
Charges for Services	1,148,683	1,156,483	180,023	15.6%
Use of Money & Property	925,659	947,718	259,802	27.4%
Miscellaneous	18,000	42,700	17,300	40.5%
Transfers In	528,237	12,678	-	0.0%
Total Revenues	\$ 10,410,489	\$ 9,949,489	\$ 5,016,416	50.4%
Expenditures:				
35010 Parks & Comm Svcs - Admin	\$ 750,716	\$ 703,732	\$ 482,496	68.6%
35210 Park Maintenance - General	3,851,191	3,608,683	2,188,401	60.6%
35211 Contract Park Maintenance	467,121	463,557	232,560	50.2%
35212 Park Ranger Program	361,567	333,840	214,891	64.4%
35213 Golf Course Program	490,200	433,031	295,293	68.2%
35214 Parks Projects	223,598	207,256	109,150	52.7%
35310 Senior Program	588,633	561,281	374,128	66.7%
35311 Community Services	500,997	498,402	228,089	45.8%
35312 Community Events	285,606	262,455	108,263	41.3%
35313 Conf & Rec Cntr	420,626	633,818	429,566	67.8%
35314 Conf & Rec Cntr - Banquet	377,698	358,338	213,640	59.6%
35315 Recreation Programs	1,210,541	1,199,566	593,745	49.5%
35317 July 4th Celebration	111,990	110,190	1,760	1.6%
35318 Sports Programs	587,584	537,999	213,500	39.7%
35319 Towngate Community Center	30,900	28,520	12,345	43.3%
35320 Amphitheater	-	41,805.00	1,356	3.2%
95011 Non-Dept Zone A Parks	-	-	99,978	0.0%
Total Expenditures	\$ 10,258,968	\$ 9,982,473	\$ 5,799,161	58.1%
Net Change or Adopted Use of Fund Balance	\$ 151,521	\$ (32,984)	\$ (782,745)	

Electric Utility

The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU's basic purpose is to purchase and distribute electricity to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 7001 customers. As it reaches fiscal and operational maturity, MVU will continue to be a key component of the City's economic development strategy. The City Council has established special tiered rates for electric utility customers based upon factors such as the number of jobs created.

The main revenue source for this fund is derived from charges for services. The customer base includes residential, commercial and industrial customers. The growth in customer base will continue to provide for the ability to create rate stabilization and replacement reserve funding.

Table 7. MVU Operations

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Actuals as of 3/31/21 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Charges for Services	\$ 35,344,376	\$ 35,344,376	\$ 28,012,672	79.3%
Use of Money & Property	158,000	158,000	(108,342)	-68.6%
Miscellaneous	152,500	152,500	1,652,431	1083.6%
Total Revenues	\$ 35,654,876	\$ 35,654,876	\$ 30,092,094	84.4%
Expenditures:				
45510 Electric Utility - General	\$ 26,287,723	\$ 28,527,643	\$ 18,553,059	65.0%
45511 Public Purpose Program	1,702,376	1,781,857	799,987	44.9%
45512 SCE Served Street Lights	400,000	637,889	710,005	111.3%
80005 CIP - Electric Utility	-	8,629,035	888,455	10.3%
96010 Non-Dept Electric	-	634,000	653,146	103.0%
96030 Non-Dept 2005 Lease Revenue Bonds	2,109,081	2,109,081	1,792,549	85.0%
96021 Non-Dept 2016 Tax LRB of 07 Tax	829,775	829,775	417,045	50.3%
96031 Non-Dept 2013 Refunding 05 LRB	21,336	21,336	170,863	800.8%
96032 Non-Dept 2014 Refunding 2005 LRB	119,174	119,174	59,896	50.3%
96040 Non-Dept 2015 Taxable LRB	447,769	447,769	443,154	99.0%
96050 Non-Dept 2018 Streetlight Fin	833,972	833,972	1,003,249	120.3%
96060 Non-Dept 2019 Taxable LRB	-	634,000	316,970	50.0%
Total Expenditures	\$ 32,751,206	\$ 45,205,531	\$ 25,808,379	57.1%
Net Change or Adopted Use of Fund Balance	\$ 2,903,670	\$ (9,550,655)	\$ 4,283,715	

MVU's revenues and expenses will fluctuate annually based on energy demands.

SUMMARY

The City of Moreno Valley has experienced certain levels of growth and continued to maintain a structurally balanced Budget without the use of reserves.

The economic climate is ever changing during this pandemic due to constant changing of the opening/closing guidelines based on the number of positive cases that are continuing to increase. For these reasons, the City must remain optimistically cautious and only increase revenues when they are actually received. Staff will continue to monitor and request quarterly revenue adjustment based on this approach. These revenue adjustments will be offset by replenishing our expenditure levels accordingly.

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2020/21

WHEREAS, the City Council approved the Operating and Capital Budgets for the City for Fiscal Year 2020/21, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Council approves amendments to the budgets throughout the fiscal year and such prior amendments are reflected within the current amended budget and further ratified as part of the adoption of the quarterly budget amendments; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Operating and Capital Budgets for the City for Fiscal Year 2020/21, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, are hereby approved and adopted as the annual Operating and Capital Budgets of the City of Moreno Valley for Fiscal Year 2020/21.

1
Resolution No. 2021-XX
Date Adopted: June 1, 2021

- 2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
- 3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of June 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2021-XX
Date Adopted: June 1, 2021

Attachment: 3-City Resolution 2021-XX (4427 : FY20/21 THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE BUDGET AMENDMENTS)

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. 2021-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2021-XX³
Date Adopted: June 1, 2021

Attachment: 3-City Resolution 2021-XX (4427 : FY20/21 THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE BUDGET AMENDMENTS)

RESOLUTION NO. CSD 2021-XX

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2020/21

WHEREAS, the CSD Board approved the Operating and Capital Budgets for the City for Fiscal Year 2020/21, a copy of which, as may have been amended by the CSD Board, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the CSD Board approves amendments to the budgets throughout the fiscal year and such prior amendments are reflected within the current amended budget and further ratified as part of the adoption of the quarterly budget amendments; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District proposed amendments to the Operating and Capital Budgets for the District for Fiscal Year 2020/21, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of CSD services during periods of operational deficits; and

WHEREAS, the President and Board of Directors have made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

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

1
Resolution No. CSD 2021-XX
Date Adopted: June 1, 2021

1. The proposed amendments to the Operating and Capital Budgets, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District’s Board of Directors, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Community Services District for the Fiscal Year 2020/21.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of June, 2021.

 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 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 2021-XX was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 1st day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board members, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2021-XX³
Date Adopted: June 1, 2021

RESOLUTION NO. SA 2021-XX
 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE
 COMMUNITY REDEVELOPMENT AGENCY OF THE CITY
 OF MORENO VALLEY, CALIFORNIA, ADOPTING THE
 REVISED OPERATING AND CAPITAL BUDGETS FOR
 FISCAL YEAR 2020/21

WHEREAS, the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley approved the Operating and Capital Budgets for the City for Fiscal Year 2020/21, a copy of which, as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley approves amendments to the budgets throughout the fiscal year and such prior amendments are reflected within the current amended budget and further ratified as part of the adoption of the quarterly budget amendments; and

WHEREAS, the City Manager has heretofore submitted to the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley proposed amendments to the Operating and Capital Budgets for the Agency for Fiscal Year 2020/21, a copy of which, as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the Successor Agency; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley services during periods of operational deficits; and

WHEREAS, the Mayor and City Council have made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

1
 Resolution No. SA 2021-XX
 Date Adopted: June 1, 2021

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for Fiscal Year 2020/21.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of June, 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. SA 2021-XX
Date Adopted: June 1, 2021

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. SA 2021-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting held on the 1st day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

SECRETARY

(SEAL)

Resolution No. SA 2021-XX³
Date Adopted: June 1, 2021

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2020/21 Proposed Amendments**

Department	Fund	Account Description	General Ledger Account	Project	Fiscal Year 2020/21 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Public Works	1010	Insp Fees - Engineering	1010-70-29-20410-523010		\$ 810,000	\$ 250,000	\$ 1,060,000	Adjusting budget for expected expenses off-set by revenue.
Financial & Management Services	1010	Sales Tax - General	1010-99-99-91010-402000		18,049,103	578,890	18,627,993	Adjustment based on expected revenues.
Police	1010	Claims-Judgemnts-Settlmnt	1010-99-99-91010-580010		-	26,110	26,110	Budgeting for reimbursement claims.
Fire	1010	Transfers in - from DIF - FIRE	1010-99-99-91010-802903		435,000	(435,000)	\$ -	Reallocation of budget. Net effect zero.
REVENUE TOTAL					\$ 19,294,103	\$ 420,000	\$ 19,714,103	
Public Works	1010	CIP Other	1010-70-77-80001-720199	801 0037 70 77-1010-99	\$ 5,187	\$ (5,187)	\$ -	Transfer budget between projects.
Public Works	1010	CIP Other	1010-70-77-80001-720199	801 0064-10010-99	5,187	5,187	10,374	Transfer budget between projects.
Financial & Management Services	1010	Professional Svcs - Other	1010-30-37-25210-620299		232,500	160,000	392,500	Adjusting budget for expected expenses.
Fire	1010	Acquisition	1010-40-45-80010-720128		440,000	(440,000)	-	Reallocation of budget.
Public Works	1010	Professional Svcs - Other	1010-70-29-20410-620299		285,000	250,000	535,000	Adjusting budget for expected expenses off-set by revenue.
Fire	1010	Transfers to FIRE SERVICES CAP FUND	1010-99-99-91010-903005		-	435,000	435,000	Reallocation of budget. Net effect zero.
Financial & Management Services	1010	Transfers to TRIP DEBT SERVICE	1010-99-99-91010-903711		1,000,000	(1,000,000)	-	Aligning budget with actuals.
Financial & Management Services	1010	Transfers to 2020 REFUNDING OF TRIP COP 13A	1010-99-99-91010-903715		-	1,000,000	1,000,000	Aligning budget with actuals.
EXPENSES TOTAL					\$ 1,967,874	\$ 405,000	\$ 2,372,874	

Attachment: 4-Exhibit A - Proposed Amendments v2 (4427 : FY20/21 THIRD QUARTER BUDGET REVIEW

Financial & Management Services	6011	Depreciation	6011-99-99-96011-694110		2,109,081	530,000	2,639,081	Adjustment based on expected expenses.
Financial & Management Services	7410	Depreciation	7410-99-99-97410-694110		13,000	15,000	28,000	Adjustment based on expected expenses.
Public Works	2902	Transfers to DIF TRAFFIC SIGNAL CAPITAL PRO	2902-99-95-92902-903302		262,000	40,000	302,000	Allocating budget for equipment purchase.
Public Works	3302	CIP Other	3302-70-76-80008-720199		994,541	40,000	1,034,541	Allocating budget for equipment purchase.
EXPENSES TOTAL					\$ 30,867,176	\$ (1,673,027)	\$ 26,337,369	



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: AUTHORIZATION TO SUBMIT A GRANT APPLICATION FOR FUNDING OF A LOCAL ROADWAY SAFETY PLAN (LRSP)

RECOMMENDED ACTION

Recommendation:

1. Authorize the submittal of a grant application for funding of a Local Roadway Safety Plan (LRSP).

SUMMARY

This report recommends approval to submit a grant application funding request for the development of a Local Roadway Safety Plan (LRSP). The Caltrans grant will provide funds for development of a LRSP which is a citywide systematic evaluation of roadway safety. The grant funds are available on a “first come, first serve” basis. There is no application deadline but starting with HSIP Cycle 11 (anticipated April 2022), a LRSP will be mandatory to apply for HSIP grant funding. The LRSP grant funds will cover 90% of the cost to prepare the plan with a 10% local City match.

DISCUSSION

Caltrans and the California Traffic Commission (CTC) have allotted \$18 million in statewide funding for local agencies to develop LRSPs. The intent of the Local Roadway Safety Program is to assist local agencies in performing a citywide collision analysis, identifying safety enhancements for roadway networks, and developing a toolkit of systemic low-cost countermeasures. Information from the LRSP can be used to prepare future Highway Safety Improvement Program (HSIP) and other safety program grant applications. The LRSP is intended to provide a proactive approach and demonstrate an agency’s responsiveness to safety challenges.

In accordance with Caltrans Guidelines, an LRSP will provide a framework for organizing stakeholders to identify and analyze safety enhancements on City roadways. The process of developing an LRSP will be tailored to local protocols, needs, and issues. Staff recommends submittal of a grant application finding request for development of a Local Roadway Safety Plan.

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. Authorize the submittal of a grant application for funding of a Local Roadway Safety Plan (LRSP). *This alternative will provide for future opportunities to secure HSIP grant funding to design and construct safety improvements.*
2. Direct staff to not apply for a Local Roadway Safety Plan (LRSP) grant application. *This alternative would require 100% City funding for the preparation of a LRSP since not having one would disqualify the City from applying for future HSIP grants.*

FISCAL IMPACT

There is no fiscal impact associated with the recommended actions as presented in this staff report at this time. Should Caltrans grant the City funding for a LRSP, City financial participation would be limited to a 10% match of the cost of the LRSP, which would not exceed \$15,400.

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
Nick Minicilli, P.E., T.E.
Contract Traffic Engineer

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

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

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 4:53 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/20/21 5:19 PM



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: AUTHORIZE THE AWARD OF THE PROFESSIONAL SERVICES AGREEMENT TO FUEL PROS, INC. FOR TESTING, MAINTENANCE, REPAIR & CERTIFICATION OF FUEL TANKS AND RELATED EQUIPMENT AT CITY FACILITIES AND SITES

RECOMMENDED ACTION

Recommendation:

1. Award a five-year contract with a total not-to-exceed amount of \$250,000.00 to Fuel Pros, Inc., for professional testing, repair and certification of fuel tanks and related equipment and authorize the City Manager to execute a contract in conformance with the attached Agreement in the amount Not-to-Exceed amount of \$250,000 using Fund 7310, Facilities Maintenance.
2. Authorize the issuance of an annual purchase order for Fuel Pros, Inc. on an as needed basis each year of the term of the Agreement when the contract has been signed by all parties subject to funds available in the City Council approved Operating Budget; and
3. Authorize the City Manager or designee to execute any amendments, purchase orders and/ or change orders, contingent upon approved budget and approval of the City Attorney.

SUMMARY

This report recommends approval of a \$250,000.00 contract with Fuel Pros, Inc. over a five-year term to provide regulatory annual testing and certification, and regular maintenance and repair services for City owned fuel related equipment. Locations with fuel sites include all seven (7) Fire Stations and the Corporate Yard. City fuel sites are utilized by the Fire Department, Police Department, Community Development

Department (Animal Services, Code & Neighborhood Services, and Building & Safety), Financial & Management Services Department (Purchasing & Sustainability and Technology Services), Parks & Community Services, and Public Works.

DISCUSSION

The City is responsible for ensuring regulatory compliance with the California Air Resource Board and the Southern California Air Quality Management District. Annual testing is completed at all City fueling sites and reports are sent to the governing agencies by the vendor. This service is crucial to the operations of the City.

Requests for proposal for fuel tank testing, certification, maintenance, and repair went out for bid on March 23, 2021. Formal bidding procedures were followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, by April 8, 2021, and one (1) bid was received.

Staff has reviewed the bid proposal by Fuel Pros, Inc. and finds it to be a responsible bidder in possession of a valid license and certifications and for a cost within the expected amount. No outstanding issues were identified through review of the references submitted by Fuel Pros, Inc. in their bid. As the provider for such services over the last five years, Fuel Pros, Inc. has provided excellent service to the City of Moreno Valley.

The City has set a Not-to-Exceed amount of \$250,000.00 for this Agreement. The services will be utilized on an annual basis for prescribed testing and certification; and on an as needed basis for maintenance and repair under direction from the Public Works Department.

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

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the regulatory certification, testing and timely repair of fuel tanks and related equipment.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely certification, testing and repair of fuel tanks and related equipment, which would result in a lapse in regulatory activity and could result in additional deterioration and potential increased costs.*

FISCAL IMPACT

Funding is available in the approved two-year Operating Budget for Fiscal Year 2021/22 and 2022/23. The projected annual cost of \$50,000 will be allocated each fiscal year for required services, subject to the City Council approval of the Operating Budget.

NOTIFICATION

N/A

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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Agreement for On-Site and-or Professional Services - Fuel Pros Inc - Approved as to Form (05.18.21)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 4:56 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/20/21 5:18 PM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Fuel Pros, Inc., a Corporation**, with its principal place of business at 14774 Central Ave., Chino, CA 91710, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional testing, repair, and certification of fuel tank and related equipment at City facilities contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional testing, repair, and certification of fuel tanks and related equipment contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the testing, repair, and certification of fuel tanks and related equipment as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effect on July 1, 2021.

TERMS**1. CONTRACTOR INFORMATION:**

Contractor’s Name: Fuel Pros, Inc.
 Address: 14774 Central Ave.
 City: Chino State: CA Zip: 91710
 Business Phone: 909.614.1379
 Other Contact Number: N/A
 Business License Number: Pending
 Federal Tax I.D. Number: 95-2681649

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from **July 1, 2021 to June 30, 2026** with a **not-to-exceed limit of \$250,000.00** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly

removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Burr Northrop**.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Burr Northrop**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and

demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney’s fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor’s performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City’s general liability insurance, employee benefits, or worker’s compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor’s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section “J” that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers’ Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

X General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons

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whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

- Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
- Property Damage \$1,000,000 per occurrence/ \$1,000,000 aggregate

X Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

X A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all

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data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Fuel Pros, Inc.
 14774 Central Ave.
 Chino, CA 91710
 Attn: Burr Northrop, Kyle Northrop

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Joe Mattox, Fleet & Facilities Maintenance Supervisor

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City’s Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

- 8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- 9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- 10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- 12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- 13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Fuel Pros, Inc.

BY: _____

BY: _____

Mike Lee
City Manager

Burr Northrop

TITLE: _____
President

Date

Date

BY: _____

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla

City Attorney

05/18/2021

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

TITLE: _____

(Corporate Secretary)

Date

Attachment: Agreement for On-Site and/or Professional Services - Fuel Pros Inc - Approved as to Form (05.18.21) (4433 : AUTHORIZE

EXHIBIT A

SCOPE OF SERVICES

- A. This Agreement is for testing, repair and certification of fuel tank and related equipment at City facilities and sites. Contractor shall be responsible for forwarding all test results directly to the regulatory agency, i.e., South Coast Air Quality Management District, California Air Resources Board, etc., and providing copies to the City.
- B. Requests for service will be conveyed from the City's Maintenance & Operations Division, Fleet & Facilities Maintenance program (Facilities Maintenance) of the Public Works Department. There is no limit to the number of requests for service.
- C. Quotes and/ or proposals must be prepared in accordance with the request for service and be submitted to and approved by the City prior to work being performed, unless otherwise directed by the Facilities Maintenance Supervisor. Work valued in excess of \$1,000 will be quoted at prevailing wage.
- D. Work may include, but is not limited to certification of fuel tanks, inspections, testes, adjustments, leak checks; repair of fuel tanks, nozzles, and all related equipment; and future upgrades to all related equipment or systems. All work is to be performed in accordance with manufacturers' recommendations, as well as all federal, state, and county, and local regulations regarding fuel tanks.
- E. All materials and completed work must meet local, county, state and federal codes and regulations. The Contractor will apply for, obtain and incur the costs all necessary City permits.
- F. 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.
- G. The Contractor shall provide manufacturer's warranties and warranty workmanship, operation and performance as described within this Agreement.

EXHIBIT B
CITY RESPONSIBILITIES

The City of Moreno Valley is responsible for the following:

- A. Providing requests for service, access to sites to perform evaluations for estimates and/ or project work, and coordinating site visits;
- B. Providing escorts at sites that require the presence of a City employee during work periods;
- C. Providing purchase orders or other written authorization to confirm the approval of work;
- D. Providing materials when the scope of work so indicates; and
- E. Funding all required City permits, excluding a City of Moreno Valley business license.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$250,000.00 over the five-year term of the Agreement.

2. Pricing

<u>Item</u>	<u>Fee</u>
TP-201.3 (Static Pressure Performance test) per test site:	\$727.50
TP-201.4 (Dynamic Back Pressure Test) per test site:	\$592.50
TP201.6 (Vapor Test):	\$112.50
Flat rate Trip Charge outside normal business hours:	\$200.00
Hourly rate: normal business hours:	\$145.00
Hourly rate: outside normal business hours:	\$217.50
Hourly rate: Holidays:	\$290.00
Parts mark-up: Not to exceed:	15.00%

3. 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

4. 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

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been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at FacilitiesAP@moval.org

Accounts Payable questions can be directed to (951) 413-3740.

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

3. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: PEN20-0075 (TR 31590) – APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND DR HORTON LOS ANGELES HOLDING COMPANY, INC. FOR THE MORENO MDP LINE H-2, STAGE 2 STORM DRAIN LOCATED ON ALESSANDRO BLVD AND LANDON ROAD WEST OF MORENO BEACH DRIVE. DEVELOPER: DR HORTON LOS ANGELES HOLDING COMPANY, INC.

RECOMMENDED ACTION

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley, and DR Horton Los Angeles Holding Company, Inc. (Developer), for the Moreno Master Drainage Plan (MDP) Storm Drain Line H-2, Stage 2;
2. Authorize the City Manager to execute the Cooperative Agreement; and
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

SUMMARY

This report recommends approval of the Cooperative Agreement between the District, the City, and DR Horton Los Angeles Holding Company, Inc. to allow for the construction of storm drain facilities. As a condition of approval for PEN20-0075 (TR 31590), a 96 single-family residential lot development, the City requires the developer to construct certain public improvements in order to provide flood protection and drainage as a result of the developer's planned development. The Cooperative Agreement (Attachment 2) is the District's mechanism by which the District, the City, and the Developer coordinate the construction and maintenance of master storm drain facilities.

DISCUSSION

On July 12, 2005, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 31590. The project was subsequently approved for additional extensions of time. The third and final extension of time (PEN20-0075) expires on July 12, 2021. The project is for the construction of 96 single-family residential lots on approximately 28 acres. The project site is located west of Moreno Beach Drive, between Alessandro Boulevard and Brodiaea Avenue Road (Attachment 1). The required facility for this project includes the construction of a storm drain facility of approximately 2,678 lineal feet, which includes a new underground storm drain system with catch basins and laterals. The facility will be located along Alessandro Boulevard, the project's northerly boundary, and extend southerly along the project's westerly boundary. The District's portion of maintenance responsibility will be approximately 2,014 feet of drainage facility that connects to an existing storm drain at the southwest corner of the project. The City's portion will be the remaining approximate 664 lineal feet of drainage facility.

The Developer will be responsible for the design and construction of the project improvements. The Developer will prepare plans and specifications in accordance with the District's and the City's standards and submit improvement plans to the District and the City for review and approval. The City will review the plans and specifications, provide inspection for the construction, and accept responsibility for the operation and maintenance of the City's drainage facilities, if the developer meets all requirements of the agreement. The District will review the plans and specifications, provide inspection for the construction, and accept ownership and responsibility for the maintenance of the District's drainage facilities, if the developer meets all requirements of the agreement.

The Developer has submitted bonds for the improvements and executed an Agreement for Public Improvements, as approved by the Public Works Director/City Engineer, for PEN20-0075. The Agreement includes a Faithful Performance bond and Material and Labor bond for both the District's drainage facility and the City's drainage facility. The storm drain portion of the bonds will be held by the City until completion of the storm drain and acceptance of the storm drain improvements by the City and the District.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the project to construct master drainage plan storm drain facilities.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the project to construct master drainage plan storm drain facilities.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Hoang Nguyen, P.E.
Associate Engineer

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

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

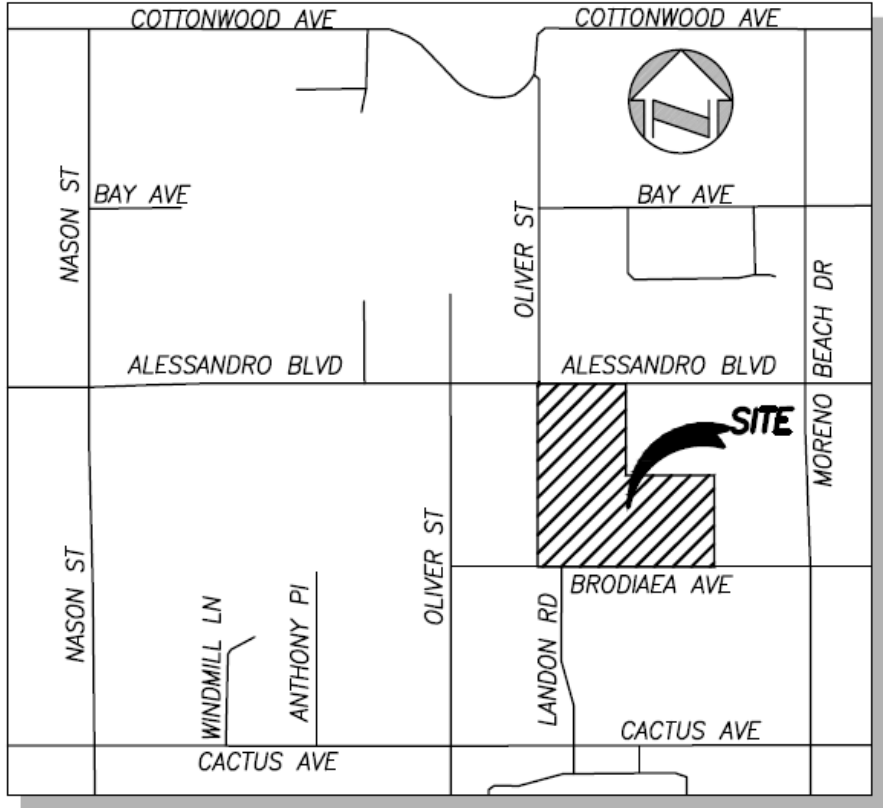
ATTACHMENTS

- 1. Vicinity Map - PEN20-0075 (TR 31590)
- 2. Cooperative Agreement - PEN20-0075 (TR 31590)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 7:27 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/24/21 11:14 AM

THOMAS BRO. GUIDE PG. 718 C-5.



VICINITY MAP



T3SR3W SEC15 NE

CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN20-0075 (TR 31590)
 Final Map

Attachment: Vicinity Map - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) - APPROVE COOPERATIVE AGREEMENT)

COOPERATIVE AGREEMENT
 Moreno MDP – Line H-2, Stage 2
 Moreno – Alessandro Boulevard Line H-2-4, Stage 1
 Moreno – Alessandro Boulevard Line H-2A, Stage 1
 Project No(s). 4-0-00769, 4-0-00706 and 4-0-00707
 Tract Map No. 31590

This Cooperative Agreement ("Agreement"), dated as of _____, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), the city of Moreno Valley, a municipal corporation of the State of California ("CITY"), and D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("DEVELOPER"). DISTRICT, CITY and DEVELOPER individually referred to herein as "party" and collectively referred to herein as "parties". The parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. The legal description of Tract No. 31590 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract No. 31590 located in the city of Moreno Valley. Pursuant to the conditions of approval for Tract No. 31590, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements, as shown on DISTRICT's Drawing No. 4-1164 include the construction of:

- i. Approximately 1725 lineal feet of seventy-eight to eighty-four (78" to 84") inches in diameter of reinforced concrete storm drain pipe as shown on plans as LINE H-2 and as shown in concept in "red" in Exhibit "B",

Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) – APPROVE COOPERATIVE AGREEMENT)

attached hereto and made a part hereof, hereinafter called "MORENO MDP – LINE H-2, STAGE 2". At the downstream terminus, MORENO MDP – LINE H-2, STAGE 2 to connect to the existing DISTRICT maintained facility Moreno MDP - Line H-2 as shown on District Drawing No. 4-1164; and

- ii. Approximately 125 lineal feet of fifty-four (54") inches in diameter of reinforced concrete storm drain pipe as shown on plans as LINE H-2-4, as shown in concept in "blue" in Exhibit "B", hereinafter called "MORENO – ALESSANDRO BLVD LINE H-2-4, STAGE 1". At the downstream terminus, MORENO – ALESSANDRO BLVD LINE H-2-4, STAGE 1 will connect to MORENO MDP – LINE H-2, STAGE 2; and
- iii. Approximately 73 lineal feet of fifty-four (54") inches in diameter of reinforced concrete storm drain pipe as shown on plans as LINE H-2A, as shown in concept in "green" in Exhibit "B", hereinafter called "MORENO – ALESSANDRO BLVD LINE H-2A, STAGE 1". At its downstream terminus, MORENO – ALESSANDRO BLVD LINE H-2A, STAGE 1 will connect to MORENO MDP – LINE H-2, STAGE 2; and
- iv. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including but not limited to concrete pads, slope protection barriers, and signage ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER, and subject to DISTRICT's inspection and approval. Together, MORENO MDP - LINE H-2, STAGE 2, MORENO – ALESSANDRO BLVD LINE H-2-4, STAGE 1, MORENO –

ALESSANDRO BLVD LINE H-2A, STAGE 1 and SAFETY DEVICES, are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES includes the construction of:

i. Connector pipes, all inlets, curbs and gutters, catch basins at various lateral storm drains that are thirty-six inches (36") or less in diameter, hereinafter "CITY APPURTENANCES"; and

(ii) All surface features within DISTRICT FACILITIES easement including but not limited to removeable locking galvanized steel bollard, EZ55 bracket removable trail fence, tubular steel fence, trail features, weed abatement, and trash removal associated with public use of the trail, hereinafter called "CSD SURFACE FACILITIES". Together, CITY APPURTENANCES and CSD SURFACE FACILITIES are hereinafter called "CITY FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES and CITY FACILITIES includes the construction of:

i. A water quality basin of TR 31590 which is located within DEVELOPER's held rights of way hereinafter called "HOA APPURTENANCES"; and

F. Together, DISTRICT FACILITIES, CITY FACILITIES, and HOA APPURTENANCES, are hereinafter called "PROJECT"; and

G. Tract Map No. 31590 is located within Moreno Area Drainage Plan ("MORENO ADP"). The MORENO ADP Fee obligation for Tract Map No. 31590 ("MORENO

ADP OBLIGATION"), shall be calculated in accordance with the "Rules and Regulations for Administration of Area Drainage Plans", dated June 10, 1980, as amended, ("RULES"); and

H. MORENO MDP - LINE H-2, STAGE 2 is an identified segment of MORENO ADP ("MORENO ADP FACILITY"); and

I. Pursuant to the RULES and the provisions of this Agreement, if DISTRICT estimates that upon constructing MORENO MDP - LINE H-2, STAGE 2, DEVELOPER would earn ADP Fee credit ("MORENO ADP CREDIT") for constructing MORENO ADP FACILITY, MORENO ADP CREDIT may be used to satisfy the ADP fee obligation for future development for properties located within the boundaries of the MORENO ADP, hereinafter called "ELIGIBLE PROPERTIES"; and

J. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

K. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

L. CITY and DISTRICT desire DEVELOPER to accept ownership and responsibility for the operation and maintenance of HOA APPURTENANCES; and

M. DISTRICT is willing to (i) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, (ii) grant CITY the right to inspect, operate and maintain CITY FACILITIES within DISTRICT FACILITIES rights of way, provided DEVELOPER (a) complies with this Agreement; (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications; (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein; and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction

until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES as set forth herein; and

N. CITY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES; (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way; and (iii) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with the review of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents, and with the processing and administration of this Agreement. Additionally, DEVELOPER shall pay CITY, within thirty (30) days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY costs associated with i) the review of IMPROVEMENT PLANS, ii) the review and approval of right of way and conveyance documents, and iii) the processing and administration of this Agreement.

3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.9., the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

4. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

5. Prior to commencing construction, secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT.

6. DEVELOPER shall furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.9., or not less than twenty (20) days prior to recordation of the final map for Tract No. 31590 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and CITY.

7. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the

U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

8. Provide CITY, upon execution of this Agreement, or not less than twenty (20) days prior to recordation of the final map for Tract No. 31590 as set forth in Section I.6., or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with CITY municipal code for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY, respectively. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY as complete.

9. Notify DISTRICT in writing (Attention: Construction Management Section) after receiving DISTRICT's clearance for PROJECT construction, with twenty (20) days written notice of intent to start of construction of PROJECT, and include PROJECT's Geotechnical Firm, Concrete Lab/Test Firm, D-Load test forms, Trench Shoring/False Work Calculations, Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

10. Obtain and provide DISTRICT (Attention: Real Estate Services Section), after receiving DISTRICT's clearance for PROJECT construction as set forth in Section I.9., with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The

Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

11. Furnish DISTRICT (Attention: Real Estate Services Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

12. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

13. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

14. Furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans PROJECT plans and assign their ownership to DISTRICT and CITY respectively prior to the start on any portion of PROJECT construction.

15. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

16. Comply with all Cal/OSHA safety regulations including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

17. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a confined space entry 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 reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY approval.

18. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and CITY have 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. Upon approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph 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 DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

19. Construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

20. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT FACILITIES and CITY conduct a final inspection of CITY FACILITIES.

21. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation, and maintenance, convey or cause to be conveyed to CITY the flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-hatched in red on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT; or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which in the sole discretion of DISTRICT are acceptable.

23. Accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES, (iii) and the Home Owners' Association for Tract No. 31590 accepts ownership and responsibility for operation and maintenance of HOA APPURTENANCES.

24. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES 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 (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record, and (iii) a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the engineer shall review, stamp and sign the original DISTRICT FACILITIES engineering plans "record drawings".

25. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable

attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.10.
5. Inspect construction of DISTRICT FACILITIES.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.
8. Provide DISTRICT with a reproducible duplicate copy of "record drawings" of DISTRICT FACILITIES plans upon (i) DISTRICT acceptance of PROJECT

construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of DISTRICT FACILITIES plans as set forth in Section I.24.

9. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20., (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.24., (iv) recordation of all conveyance documents described in Section I.21., (v) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

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

11. Provide CITY with a reproducible duplicate copy of "record drawings" of DISTRICT FACILITIES plans upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of DISTRICT FACILITIES plans as set forth in Section I.24.

12. Grant CITY, by execution of this Agreement, the right to inspect, operate and maintain CITY FACILITIES within DISTRICT FACILITIES rights of way.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.8., and hold said bonds as provided herein.
3. Inspect PROJECT construction.
4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.
7. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s) including ingress and egress, to the rights of way as shown on Exhibit "D".
8. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.
9. Upon DISTRICT and CITY 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 DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All construction work involved with PROJECT shall be inspected by, DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

2. CITY and DEVELOPER personnel may observe and inspect all work being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. DEVELOPER shall commence construction of PROJECT within twelve (12) consecutive months after execution of this Agreement. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred, in an amount not to exceed the penal sum of any and all bonds received by CITY from DEVELOPER's surety.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold

issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.9. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER's complete written notice as set forth in Section I.9.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless

otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, the County of Riverside, CITY, 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, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER's (including its officers, employees, subcontractors and agents) 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) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever arising from the performance of DEVELOPER, its

officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), the Indemnitees in any claim, proceeding or action for which indemnification is required.

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

DEVELOPER's indemnification obligations hereunder shall be satisfied when DEVELOPER has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, the County of Riverside or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including their Agencies, Districts, Special

Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT or County of Riverside, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT, after the acceptance of PROJECT by CITY.

9. Any waiver by any part hereto 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 any party hereto 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 such part from enforcement hereof.

10. 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:

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

To CITY: CITY OF MORENO VALLEY
 14177 Frederick Street
 Moreno Valley, CA 92552
 Attn: Assistant City Engineer

To DEVELOPER: D.R. HORTON LOS ANGELES HOLDING COMPANY,
INC. A CALIFORNIA CORPORATION
2280 Wardlow Circle, Suite 100
Corona, CA 92878
Attn: Megan Whieldon, Project Manager

11. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of 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 and effect without being impaired or invalidated in any way.

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 importance 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. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

15. In the event DEVELOPER sells Tract No. 31590, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than 30 days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract No. 31590 fully execute an assignment and

assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract No. 31590.

16. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

17. 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 or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

18. 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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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, Chair
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 _____
LEILA MOSHREF-DANESH
Deputy County Counsel

By _____
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
Moreno MDP – Line H-2, Stage 2
Moreno – Alessandro Boulevard Line H-2-4, Stage 1
Moreno – Alessandro Boulevard Line H-2A, Stage 1
Project No(s). 4-0-00769, 4-0-00706, 4-0-00707
Tract Map No. 31590
AK:blm
2/02/20

Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) – APPROVE COOPERATIVE AGREEMENT)

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By _____
MIKE LEE
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
STEVE QUINTANILLA
Interim City Attorney

By _____
PAT JACQUEZ-NARES
City Clerk

(SEAL)

Cooperative Agreement:
Moreno MDP – Line H-2, Stage 2
Moreno – Alessandro Boulevard Line H-2-4, Stage 1
Moreno – Alessandro Boulevard Line H-2A, Stage 1
Project No(s). 4-0-00769, 4-0-00706, 4-0-00707
Tract Map No. 31590
AK:blm
2/02/20

Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) – APPROVE COOPERATIVE AGREEMENT)

RECOMMENDED FOR APPROVAL:

MORENO VALLEY COMMUNITY SERVICE DISTRICT

By _____
MIKE LEE
Executive Director

APPROVED AS TO FORM:

ATTEST:

By _____
STEVE QUINTANILLA
Interim City Attorney
General Legal Counsel of the MVCSD

By _____
PAT JACQUEZ-NARES
City Clerk
Secretary of the MVCSD

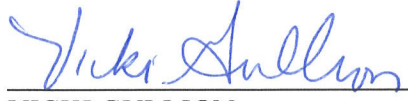
(SEAL)

Cooperative Agreement:
Moreno MDP – Line H-2, Stage 2
Moreno – Alessandro Boulevard Line H-2-4, Stage 1
Moreno – Alessandro Boulevard Line H-2A, Stage 1
Project No(s). 4-0-00769, 4-0-00706, 4-0-00707
Tract Map No. 31590
AK:blm
2/02/21

Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) – APPROVE COOPERATIVE AGREEMENT)

236610

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.
a California corporation

By 
VICKI GULLION
Authorized Signatory

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:
Moreno MDP – Line H-2, Stage 2
Moreno – Alessandro Boulevard Line H-2-4, Stage 1
Moreno – Alessandro Boulevard Line H-2A, Stage 1
Project No(s). 4-0-00769, 4-0-00706, 4-0-00707
Tract Map No. 31590
AK:blm
2/02/20

Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) – APPROVE COOPERATIVE AGREEMENT)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

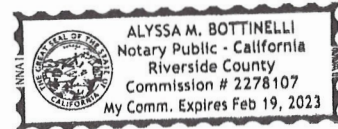
State of California
County of Riverside)

On 5/7/2021 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Alyssa M. Bottinelli* (Seal)

Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) - APPROVE COOPERATIVE AGREEMENT)

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORENO VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 3, 6 AND 7 IN BLOCK 117 OF [MAP NO. 1 OF THE LANDS OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY](#), IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 11, PAGE 10 OF MAPS](#), RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL OIL RIGHTS , MINERAL RIGHTS, NATURAL GAS RIGHTS AND ALL OTHER HYDROCARBONS GRANTED TO DRH ENERGY, INC., A COLORADO CORPORATION BY MINERAL DEED RECORDED MARCH 2, 2021 AS [INSTRUMENT NO. 2021-0135939, OF OFFICIAL RECORDS](#).

APN(S): [486-240-002-4](#); [486-240-011-2](#)

Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) – APPROVE COOPERATIVE AGREEMENT)



LINE H-2-4 (BLUE)

EXHIBIT "B"

LINE H-2A (GREEN)

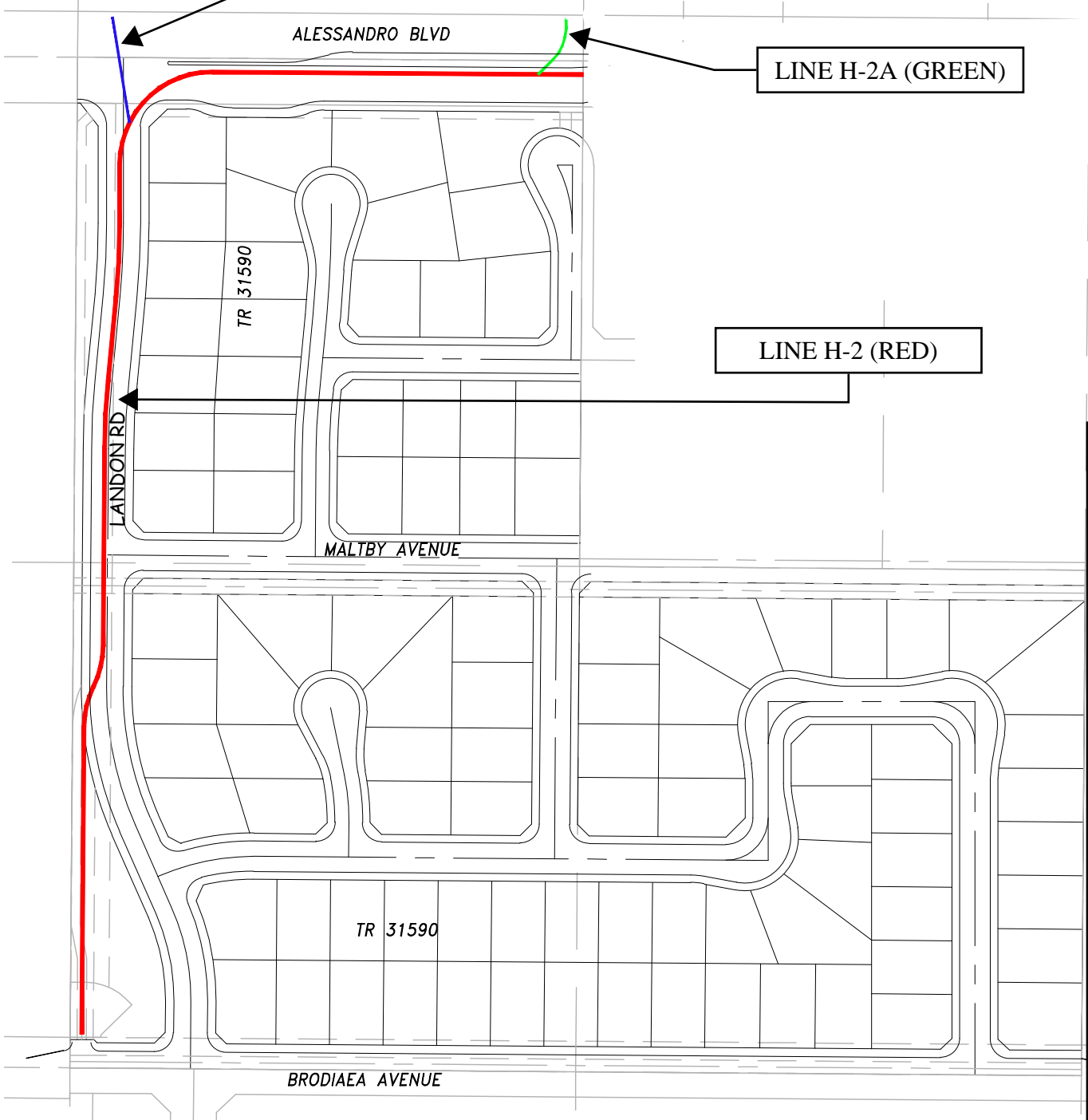
LINE H-2 (RED)

LEGEND

	LINE H-2
	LINE H-2-4
	LINE H-2A

Cooperative Agreement

Moreno MDP – Line H-2, Stage 2
 Moreno – Alessandro Blvd. Line H-2-4, Stage 1
 Moreno – Alessandro Blvd. Line H-2A, Stage 1
 Project No(s). 4-0-00769, 4-0-00706, 4-0-00707
 Tract Map No. 31590



Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) – APPROVE

EXHIBIT “C”

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER 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. As respects to the insurance section only, the “DISTRICT” herein refers to the Riverside County Flood Control and Water Conservation District, 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.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER 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.

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 DEVELOPER'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 vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER 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 as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their 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. DEVELOPER shall require that, if such Professional Liability

EXHIBIT “C”

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) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

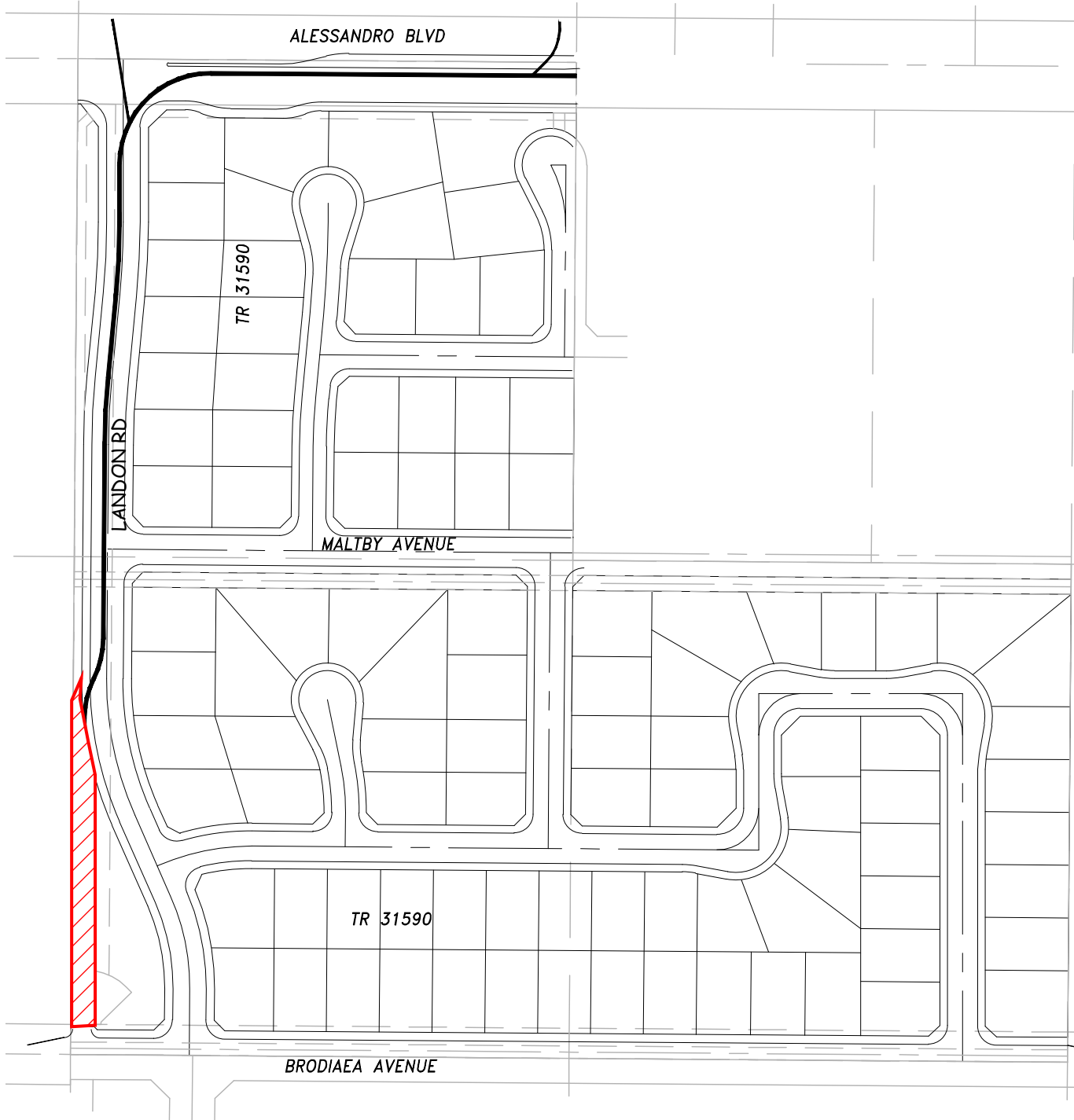
- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER 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, DEVELOPER'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. DEVELOPER shall cause their insurance carrier(s) or its contractor's 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 DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement

EXHIBIT “C”

found herein, DEVELOPER shall cause DEVELOPER'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 DEVELOPER'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.
- 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 DEVELOPER has become inadequate.
- g. DEVELOPER 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. DEVELOPER 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.

EXHIBIT "D"



LEGEND

 EASEMENT

Cooperative Agreement

Moreno MDP – Line H-2, Stage 2
 Moreno – Alessandro Blvd. Line H-2-4, Stage
 Moreno – Alessandro Blvd. Line H-2A, Stage
 Project No(s). 4-0-00769, 4-0-00706, 4-0-0070
 Tract Map No. 31590

Attachment: Cooperative Agreement - PEN20-0075 (TR 31590) (4426 : PEN20-0075 (TR 31590) – APPROVE



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: PEN20-0075 (TR 31590) – APPROVE TRACT MAP 31590 LOCATED WEST OF MORENO BEACH DRIVE, BETWEEN ALESSANDRO BOULEVARD AND BRODIAEA AVENUE. DEVELOPER: DR HORTON LOS ANGELES HOLDING COMPANY INC.

RECOMMENDED ACTION

1. Approve Tract Map 31590.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 31590, which is owned by DR Horton Los Angeles Holding Company, Inc. The Tract Map 31590 will subdivide two (2) lots into 96 residential lots and is located west of Moreno Beach Drive, between Alessandro Boulevard and Brodiaea Avenue.

DISCUSSION

On July 12, 2005, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 31590. The project was subsequently approved for additional extensions of time. The third and final extension of time (PEN20-0075) expires on July 12, 2021. The project is for the development of 96 single-family residential lots over two (2) parcels on approximately 28 acres located west of Moreno Beach Drive, between Alessandro Boulevard and Brodiaea Avenue. The Agreement for Public Improvements was approved by the City Engineer and executed on May 19, 2021. Tract Map 31590 is in substantial conformance with the approved Tentative Tract Map. The developer has requested that the map be approved for recordation. Due to the size of the map, it is

not attached to this report. However, the map is available for review at the Public Works/Land Development counter at City Hall.

ENVIRONMENTAL

On July 12, 2005, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 31590. In accordance with the California Environmental Quality Act (CEQA) Guidelines, the City Council determined that the project would not result in significant impacts to the environment and adopted a Negative Declaration under the provisions of CEQA.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the tract map to be recorded and allow the project to move forward with development of residential property and adjacent improvements.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the parcel map to be recorded and not allow the project to move forward with development of residential property and adjacent improvements.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Hoang Nguyen, PE
Associate Engineer

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

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

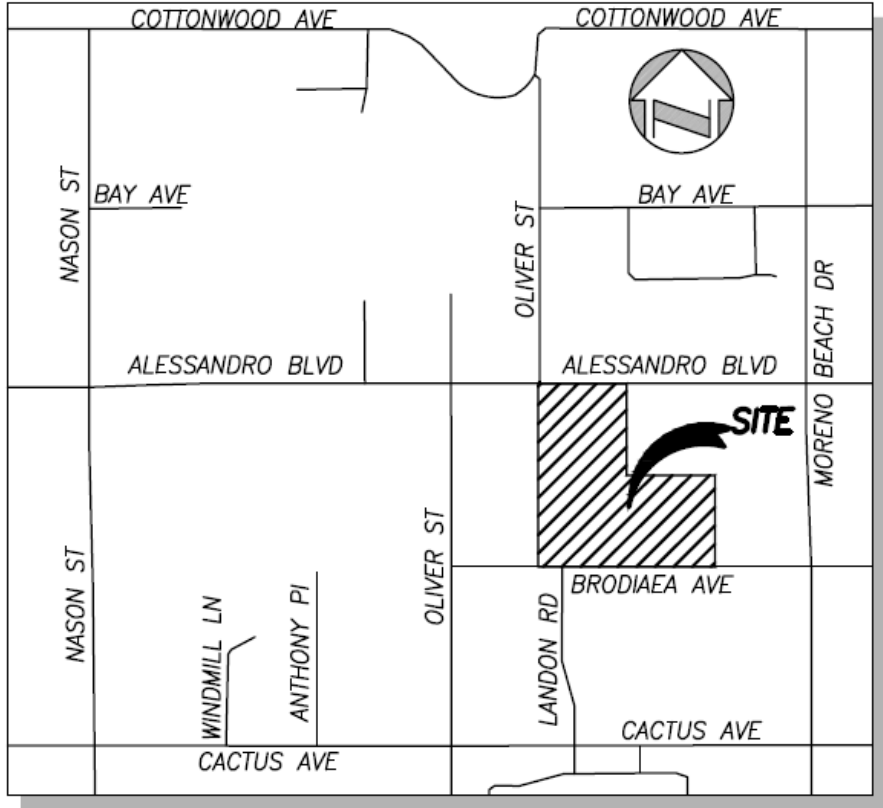
ATTACHMENTS

- 1. Vicinity Map - PEN20-0075 (TR 31590)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 7:27 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/24/21 11:14 AM

THOMAS BRO. GUIDE PG. 718 C-5.



VICINITY MAP



T3SR3W SEC15 NE

CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN20-0075 (TR 31590)
 Final Map

Attachment: Vicinity Map - PEN20-0075 (TR 31590) (4422 : PEN20-0075 (TR 31590) - APPROVE TRACT MAP 31590)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO I E GENERAL ENGINEERING INC FOR THE CORPORATE YARD MASTER PLAN IMPROVEMENTS – INFILTRATION TRENCH INSTALLATION, PROJECT NO. 803 0043

RECOMMENDED ACTION

1. Award a construction contract to I E General Engineering Inc. for the Corporate Yard Master Plan Improvements – Infiltration Trench Installation project and authorize the City Manager to execute a contract with I E General Engineering Inc. in substantial conformance with the attached contract in the amount of \$141,771.25 for the construction of the project, funded by Facility Construction Fund (Fund 3000).
2. Authorize the issuance of a Purchase Order for I E General Engineering Inc. in the amount of \$155,948.37 (bid amount plus a 10% contingency) when the contract has been signed by all parties; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract, but not exceeding the total contingency of \$14,177.12, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with I E General Engineering Inc for the construction of the City Council approved Corporate Yard Master Plan Improvements – Infiltration Trench Installation project. The project includes the construction of water quality infrastructure adjacent to City Corporate Yard administration building on Santiago Drive. The project is funded by the Corporate Yard DIF Revenue Fund (Fund 2910) through the Facility Construction Fund (Fund 3000).

DISCUSSION

The Corporate Yard administration building was built in 2016 along with various on-site drainage improvements, including a storm drain system, an earthen swale on the east side on the building, and a detention/infiltration basin at southeast corner of the yard property to be consistent with the Water Quality Management Plan (WQMP) approved for the site. The purpose of the project is to accommodate future development of the City Corporate Yard as well as the proposed Eastern Municipal Water District’s (EMWD’s) well site and remain in compliance with MS4 Permit requirements. Per previous Council action, the City and EMWD have an agreement whereby EMWD has agreed to reimburse up to fifty percent of the project costs through the Well Site Purchase and Sale Agreement.

The project’s scope of work is to install two infiltration trenches within the existing swale in addition to the installation of two catch basin inserts in the parking lot adjacent to the Corporate Yard administration building. The trenches are 20 feet by 45 feet and 15 feet by 33 feet in size and filled eight feet deep with rocks to hold storm water runoffs after a storm event, and the catch basin inserts are to treat the flows from the parking lot before discharging to the infiltration trenches. The infiltration trenches will allow storm water time to infiltrate into the ground, which facilitates groundwater recharge as well as compliance with water quality mitigation requirements in the current MS4 Permit issued to the City by the Regional Water Quality Control Board. As situated and designed, the new water quality features will allow for future improvements at the Corporate Yard.

The project design and bidding documents were completed in April 2021 by in-house engineering staff as a cost savings solution for the City. The project was advertised for construction bids on April 26, 2021 and formal bidding procedures were followed in conformance with the Public Contract Code. Six (6) bids were received via the electronic bid management system, PlanetBids, on May 20, 2021 as follows:

<u>CONTRACTORS</u>	<u>Base Amount</u>
1. I E General Engineering Inc.	\$141,771.25
2. Fleming Environmental	\$179,210.75
3. Senitica Construction Inc.	\$185,634.00
4. GRFCO Inc.	\$189,275.00
5. Wright Construction Engineering Corp	\$219,091.60
6. MLC Constructors Inc.	\$276,562.00

The lowest responsible bidder was determined by comparing the cumulative total for all bid items as stipulated in the bidding documents. Staff has reviewed the bid by I E General Engineering Inc. and finds it to be the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by I E General Engineering Inc. in their bid. Staff is recommending that the City Council award the construction contract to I E General Engineering Inc.

A contingency of 10% of the bid amount (\$14,177.12) is recommended to account for

any changed field condition that may have occurred during the period between the completion of the engineering design work and construction start. The contingency is also recommended to allow rapid response to avoid unnecessary construction delays that typically result in contractor change orders from unforeseen circumstances encountered during construction.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Corporate Yard Master Plan Improvements – Infiltration Trench Installation project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the construction of needed improvements, may result in higher future construction costs, and potentially impede future improvements from occurring at the Corporate Yard.*

FISCAL IMPACT

Construction of the Corporate Yard Master Plan Improvements – Infiltration Trench Installation project is included in the City Council adopted Fiscal Years 2019/20 and 2020/21 Capital Improvement Plan. The project is funded by the Corporate Yard DIF Revenue Fund (Fund 2910) through the Facility Construction Fund (Fund 3000) and can only be used for corporate yard facility improvements. Per the agreement between City and EMWD, half the cost of the hard construction costs, up to \$98,500, will be reimbursed by EMWD.

AVAILABLE BUDGET:

Corporate Yard Facility
(Account No. 3000-70-29-80003-720199) (Project No. 803 0043-3000-99) \$189,600

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (includes 10% contingency)	\$155,949
Construction Surveying and Geotechnical/Material Testing costs.....	\$ 18,000
Project Administration and Inspection*	<u>\$ 10,000</u>
Total Estimated Cost.....	\$183,949

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

NOTIFICATION

Prior to construction, all utilities, adjacent property owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner of the proposed construction.

PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:

Quang Nguyen, P.E.
Senior Engineer

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

Concurred By:
Michael D. Lloyd, P.E.
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

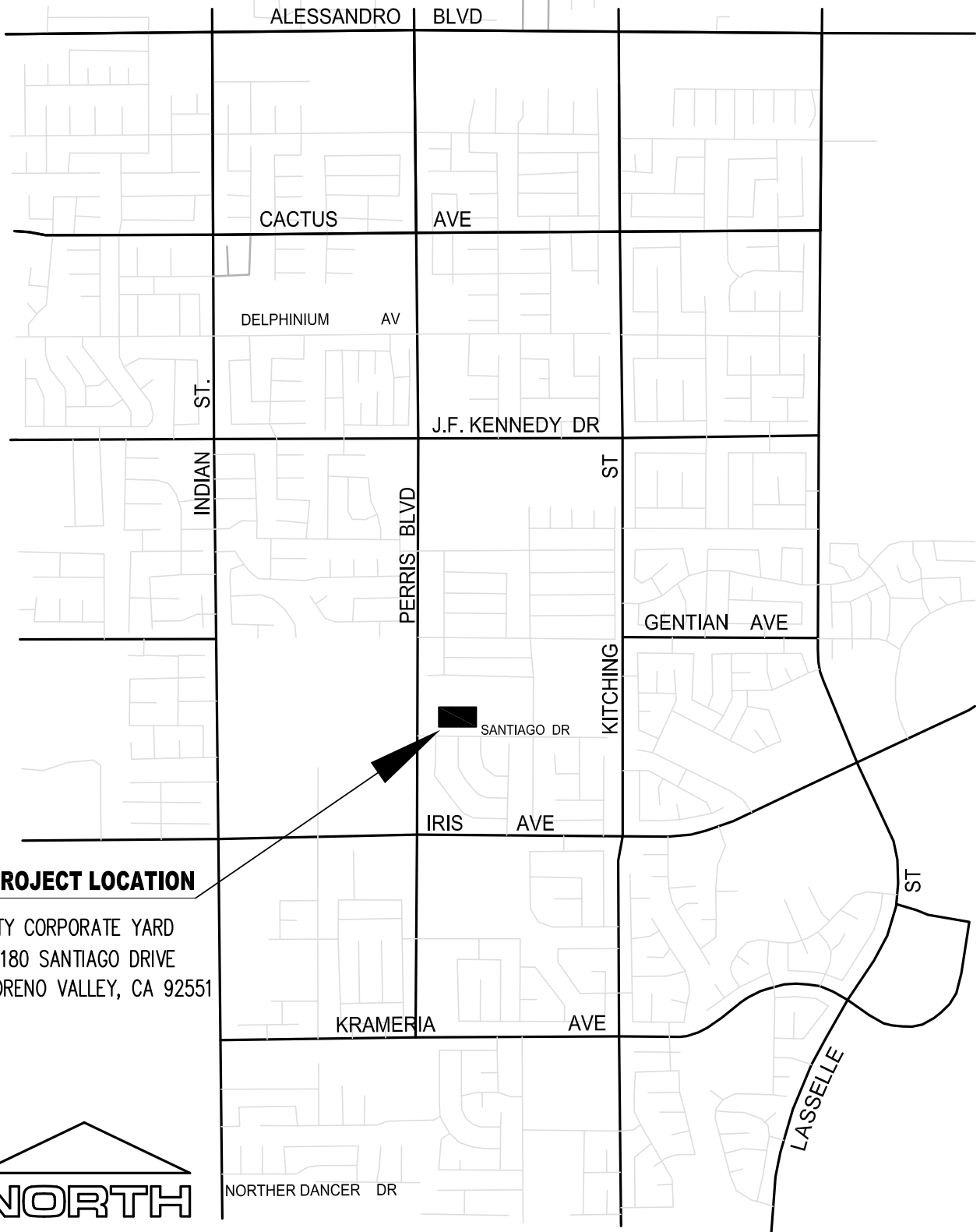
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Location Map
- 2. Construction Contract with I E General Engineering Inc

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/24/21 4:57 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/25/21 9:35 AM



PROJECT LOCATION

CITY CORPORATE YARD
25180 SANTIAGO DRIVE
MORENO VALLEY, CA 92551



LOCATION MAP

Public Works Department
Capital Projects Division

CORPORATE YARD MASTER PLAN IMPROVEMENTS
INFILTRATION TRENCH INSTALLATION

CIP PROJECT NO. 803 0043

Attachment: Location Map (4416 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO I GENERAL ENGINEERING INC FOR THE

Agreement No. _____

AGREEMENT

**PROJECT NO. 803 0043
CORPORATE YARD MASTER PLAN IMPROVEMENTS
Infiltration Trench Installation**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **I E General Engineering Inc**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. This Agreement
- B. Any and all Contract Change Orders and Construction Change Directives issued after execution of this Agreement
- C. Addenda Nos. 0 inclusive, issued prior to the Bid Deadline
- D. The bound Contract Documents that includes City Special Provisions, General Provisions, and Technical Provisions
- E. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- F. Reference Specifications/Reference Documents other than those listed in Paragraph 2, below
- G. Project Plans
- H. City Standard Plans
- I. Governmental approvals, including, but not limited to, permits required for the Work
- J. Contractor's Labor and Materials Payment Bond (for reference only)
- K. Contractor's Faithful Performance Bond (for reference only)
- L. Contractor's Certificates of Insurance and Additional Insured Endorsements

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 City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Document is not considered Contract Documents and made available to the Contractor for informational purposes:

Report of Deep Percolation Testing, dated September 25, 2019

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Standard Form of Agreement
00500-1

Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the **Bid Items** awarded by the City performed in accordance with the lump sum prices and unit prices for **Bid Items** set forth the Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items awarded by the City is One Hundred Forty One Thousand Seven Hundred Seventy One and 25/100 Dollars (\$ 141,771.25) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Forty-Five (45) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of the Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Obtaining an approved no fee Encroachment Permit

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

B. Notice to Proceed with Construction. After all preconstruction requirements are met in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City 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.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City 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.

6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to complete the Work within the Contract Time, which includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders) in accordance with **Article 5** above. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadlines 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 complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar Day** that completion of the each such portion of the Work is delayed beyond the Contract Time. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect

such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-4 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the City Special Provisions.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property, and equipment, and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

- (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) The Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved

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by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for

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purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

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

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or

- property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
 - L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
 - M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
 - N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
 - O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
 - P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

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

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns

and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, a Municipal Corporation

(Name of Contractor)

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	City Attorney
_____	Date
RECOMMENDED FOR APPROVAL:	
_____	Public Works Director/City Engineer
_____	Date
_____	Chief Financial Officer / City Treasurer
_____	Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Standard Form of Agreement
00500-13

Attachment: Construction Contract with I E General Engineering Inc (4416 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO I



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT, AN AMENDMENT TO THE PROFESSIONAL CONSULTANT AGREEMENT WITH PSOMAS, AND A PURCHASE ORDER FOR THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE JUAN BAUTISTA DE ANZA MULTI-USE TRAIL PHASE 1, PROJECT NO. 801 0073

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to All American Asphalt for the Juan Bautista De Anza Multi-Use Trail Phase 1 project and authorize the City Manager to execute a contract with All American Asphalt in substantial conformance with the attached contract in the amount of \$733,202, funded by the Active Transportation Program (ATP)-Capital Projects Grants Fund;
2. Authorize the issuance of a Purchase Order to All American Asphalt, in the amount of \$806,522 (\$733,202 bid amount plus a 10% contingency) when the contract has been signed by all parties;
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to All American Asphalt's contract, but not exceeding the total contingency of \$73,320, subject to the approval of the City Attorney;
4. Approve the Third Amendment to Agreement for Professional Consultant Services with Psomas to provide construction-related services in the amount of \$27,895, for a total contract amount of \$282,668, and authorize the Public Works Director/City Engineer to execute the Third Amendment subject to the approval of the City Attorney;

5. Authorize an increase to the Purchase Order with Psomas in the amount of \$27,895, when the Third Amendment has been signed by all parties; and
6. Authorize a Purchase Order with California Department of Water Resources (DWR) for \$160,000 for inspection services, and authorize the Public Works Director/City Engineer to execute any Change Orders to the Purchase Order subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with All American Asphalt for the construction of the Juan Bautista De Anza Multi-Use Trail Phase 1 project from Iris Avenue to El Portrero Park. This report also recommends approval of the Third Amendment for Professional Consultant Services with Psomas for construction-related services, as well as a purchase order with DWR for inspection within the DWR right-of-way.

DISCUSSION

The ATP was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidated existing federal and state transportation programs into a single program that is annually funded by various state and federal funds. Eligible projects for ATP grant funding include pedestrian facilities, traffic control devices, bicycle facilities, and recreational trails. On May 26, 2015, City Council approved submission of an application under the ATP Cycle 2 Call for Projects. This project was subsequently approved, and on April 5, 2016, the City Council accepted the ATP federal grant for this project.

The project consists of constructing separate bicycle and pedestrian paths from Iris Avenue, starting approximately 400 feet east of Perris Boulevard generally along the DWR right-of-way, and extending southeasterly to the intersection of Krameria Avenue and Kitching Street. Southerly, the trails will be constructed along the DWR right-of-way to El Potrero Park by way of Camino Bellagio and Via Pamplona at the southern end. The trail will connect to another trail project currently under construction. The trail system will provide an essential connector to future regional trails and increase active transportation.

The ATP grant provided for design, right of way acquisition, and construction of approximately 1.24 miles of trail from Iris Avenue to El Portrero Park. Psomas was selected on December 5, 2017 to perform the preliminary engineering, design, right-of-way acquisition, and construction support. The work involved Phase 1, finalizing the alignment; Phase 2, preparing final plans, outreach, and coordinating with adjacent schools; Phase 3, acquiring right-of-way, arranging for relocating utilities, and obtaining construction permits; and Phase 4, construction support services. The consultant has successfully completed Phases 1, 2, and 3. The Phase 4 services proposed included

limited engineering tasks of responding to contractor requests and preparing as-built plans. The Third Amendment with Psomas contains primarily environmental mitigation measures listed in the environmental document prepared by a separate consultant. The additional services needed include surveys for nesting birds and burrowing owls, exotic plant removals, and related tasks that were not known at the time of Psomas' original proposal. If certain birds or owls are not found, or the nesting season is over, the full extent of the services will not be required. The total "Not to Exceed" fee for this contract is \$282,668 (\$254,773 for the original Agreement, \$0 for the First and Second Amendments, and \$27,895 for the Third Amendment to Agreement).

Because the project has federal funds, Caltrans approves the project in phases. Design and right-of-way were completed and approved. Caltrans has approved the project to proceed to construction. The project was advertised for construction bids on April 8, 2021 and formal bidding procedures were followed in conformance with the Public Contract Code. Eight (8) bids were received via the electronic bid management system, PlanetBids, on May 11, 2021 as follows:

<u>CONTRACTORS</u>	<u>Base Bid + Additive Alt. Bids.</u>
1. All American Asphalt	\$1,136,362.00
2. Universal Construction and Engineering	\$1,231,398.00
3. Horizons Construction Company Int'l, Inc.	\$1,587,624.00
4. C.S. Legacy Construction, Inc.	\$1,664,801.00
5. Los Angeles Engineering, Inc.	\$1,777,515.00
6. Hillcrest Contracting, Inc.	\$1,849,686.00
7. CT&T Concrete Paving, Inc.	\$2,053,638.54
8. SEMA Construction, Inc.	\$2,554,240.00

The lowest responsible bidder was determined by comparing the cumulative total for all base bid and additive alternate bid items as stipulated in the bidding documents. Staff has reviewed the bid by All American Asphalt and finds it to be the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by All American Asphalt in their bid. Staff recommends awarding a contract for Base Bid (Item Nos. 1-22) and Additive Alternate Bid Nos. 3 and 4 (Item Nos. 27-28, and 29) totaling \$733,202. The selected items provide for an asphalt concrete bike path and a parallel decomposed granite pedestrian path.

A contingency of 10% of the bid amount (\$73,320) is recommended to account for any changed field condition that may have occurred during the period between the completion of the engineering design work and construction start. The contingency is also recommended to allow rapid response to avoid unnecessary construction delays that typically result in contractor change orders from unforeseen circumstances encountered during construction.

The majority of the project lies within DWR right of way. The City and the contractor will have DWR permits and DWR will have an inspector who is assigned to the project.

DWR requires a deposit and the City will provide the funds. The City and DWR are establishing a deposit amount. An amount of \$160,000 is used as an estimate until final terms with DWR are established.

The Planning Division of the Community Development Department determined that this project is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301(c) as a Class 1 (Existing Facilities), Article 19, commencing with Section 15300. The project is also categorical exclusion under 23 CFR 771.117(c)(3) National Environmental Policy Act (NEPA).

Approval of the recommended actions will support Initiative 4.6.1 of the Momentum MoVal Strategic Plan: "Complete the Juan Bautista De Anza Regional Trail".

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this report. *This alternative, as recommended by staff, allows for the timely construction of the Juan Bautista De Anza Multi-Use Trail project without losing approximately \$1.1 million of ATP-2 funding.*
2. Do not approve and authorize the recommended actions as presented in this report. *Staff does not recommend this alternative as it will delay the construction of needed improvements and may result in losing ATP-2 funding.*

FISCAL IMPACT

The Juan Bautista De Anza project is included in the Capital Improvement Plan (CIP) as a funded project. Funding is provided by the Active Transportation Program (ATP) Cycle 2 Grant Funds totaling \$1,431,000, with a 100% reimbursement rate (no local match required). Construction phase funding is \$1,125,000. There is no impact to the General Fund.

CONSTRUCTION PHASE BUDGET:

Capital Projects Grants (Fund 2301)
(Acct No. 2301-70-77-80001-720199) (Proj No. 801 0073-2301-99) \$1,125,000

ESTIMATED CONSTRUCTION COSTS:

Construction (including 10% contingency)	\$806,522
Psomas' Additional Construction-Related Services	\$27,895
Construction Material Testing and Field Surveying Services	\$50,000
Project Administration and Comprehensive Inspection*.....	\$55,000
DWR Inspection.....	\$160,000
City-furnished Equipment.....	<u>\$25,000</u>
Total	\$1,124,417

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

ANTICIPATED PROJECT SCHEDULE:

Construction is anticipated to begin in late summer or early Fall 2021 once all pre-construction documentation and information is provided by the contractor and approved by the City and DWR as applicable. The project is anticipated to be completed by Spring 2022, barring any weather or unforeseen site condition delays.

NOTIFICATION

Prior to construction, all utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner of the proposed construction.

PREPARATION OF STAFF REPORT

Prepared By:
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 Principal Engineer

CITY COUNCIL GOALS

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

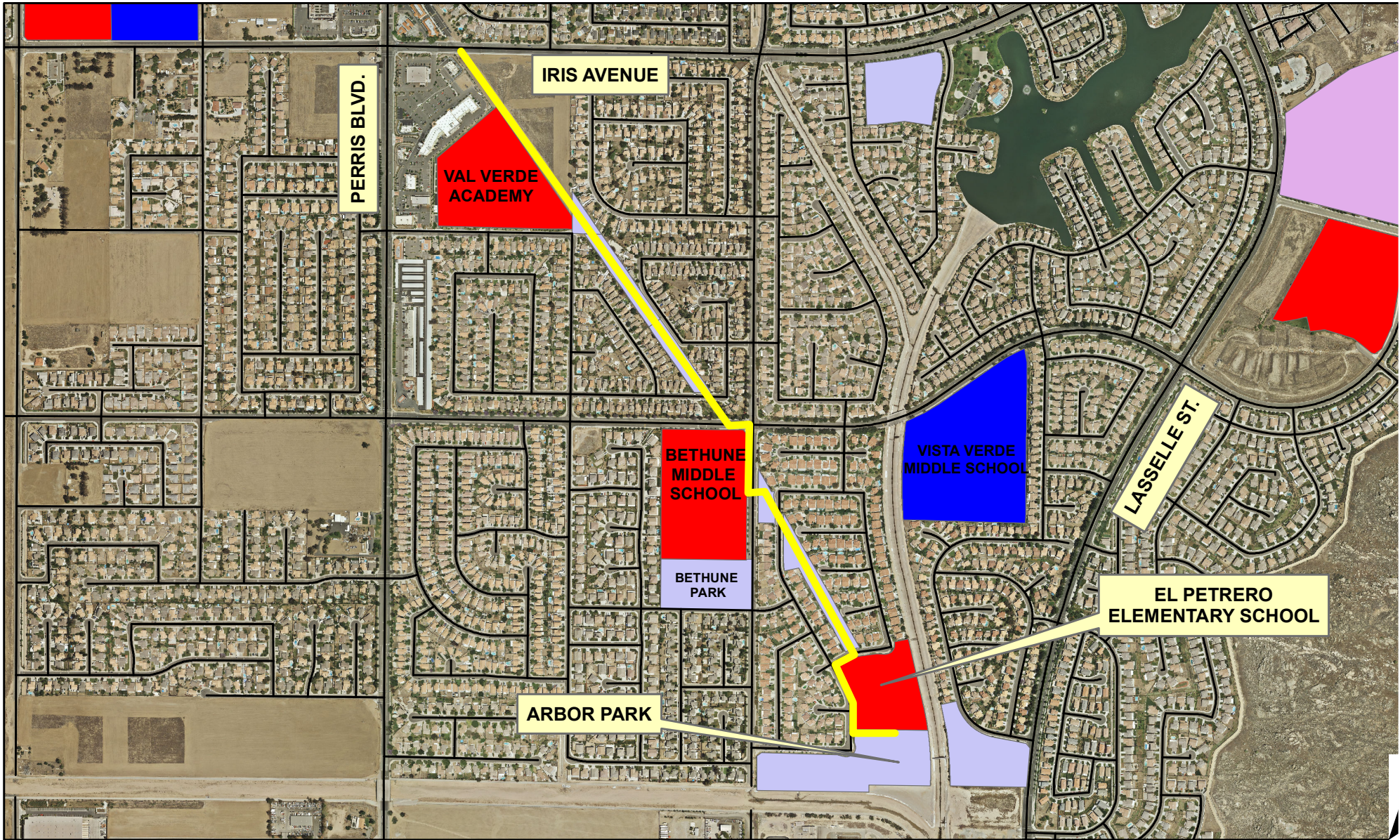
ATTACHMENTS


1. Location Map
2. Agreement with All American Asphalt
3. Third Amendment with Psomas

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 7:27 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/25/21 9:37 AM

LOCATION MAP



LEGEND:  Segment of Juan Bautista De Anza Multi-Use Trail

Attachment: Location Map (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL

Agreement No. _____

AGREEMENT**CITY PROJECT NO. 801 0073 / FEDERAL PROJECT NO. ATPL-5441(069)
Juan Bautista De Anza Multi-Use Trail Phase 1
From El Potrero Park to Iris Avenue**

THIS Agreement, effective as of the date signed by the City of Moreno Valley, is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **All American Asphalt**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

- 1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:
- A. Governmental approvals, including, but not limited to, permits required for the Work
 - B. Any and all Contract Change Orders and Construction Change Directives issued after execution of this Agreement
 - C. This Agreement
 - D. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
 - E. Any Federal Certifications, documentation and reports as required, including but not limited to Non-Lobbying Certification, Disclosure of Lobbying Activities, Equal Employment Opportunity Certification, Debarment and Suspension Certification.
 - F. City of Moreno Valley Supplementary General Conditions
 - G. Exhibit 12-G, Required Federal-Aid Contract Language, FHWA 1273 – Revised May 1, 2012, Required Contract Provisions for Federal-Aid Construction Contracts, Federal Wage Determination, and Title VI Assurance (US DOT Order 1050.2A), the bound Contract Documents that include City Special Provisions, including the General Provisions and Technical Provisions
 - H. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
 - I. Reference Specifications/Reference Documents other than those listed in paragraph 2 below
 - J. Project Construction Plans
 - K. City Standard Plans
 - L. Caltrans Standard Plans
 - M. Geotechnical Services Memorandum (for reference only)
 - N. Contractor's Labor and Materials Payment Bond (for reference only)
 - O. Contractor's Faithful Performance Bond (for reference only)
 - P. Contractor's Certificates of Insurance and Additional Insured Endorsements
 - Q. Contractor's Bidder's Proposal and Subcontractor Listing, Exhibit 12-B - Bidder's List of Subcontractors (DBE and Non-DBE),
 - R. Exhibit 15-G - Construction Contract DBE Commitment

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise

directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor prior to the Bid Deadline for informational purposes:

A. Geotechnical Services Memorandum

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor’s full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder’s Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Seven Hundred Thirty Three Thousand Two Hundred Two and 00/100 Dollars (\$733,202.00) (“Contract Price”). The Alternate Bid Items selected by the City and included in the Contract are: Additive Alternate Bid Item Nos. 27, 28, and 29. It is understood and agreed that the quantities set forth in the Bidder’s Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder’s Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be determined in accordance with the following:

Base Bid (Item Nos. 1 – 22)	110 Working Days
Additive Alternate Bid No. 3 (Item Nos. 27-28)	22 Working Days
Additive Alternate Bid No. 4 (Item No. 29)	30 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials

constitutes the date of commencement of the **Contract Time of One Hundred Sixty Two (162) Working Days for the Base Bid (Items Nos. 1 through 22) plus Additive Alternate Bid No. 3 (Item Nos. 27 and 28), and Additive Alternate Bid No. 4 (Item No. 29). The Contract Time will be based on the table in Section 5A of this Agreement.** The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Obtaining an approved no fee City Encroachment Permit
- Obtaining a Department of Water Resources (DWR) Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Completion of all pre-construction activities under Environmental Mitigations

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

C. Notice to Proceed with Construction. 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 City 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.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse

Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$555.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable

Delay. See Section 6-4 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 3-5 of the Special Provisions.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), California Department of Water Resources (DWR), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), California Department of Water Resources (DWR), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), California Department of Water Resources (DWR), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 313.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), California Department of Water Resources (DWR), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;

- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor

Standard Form of Agreement
00500-10

will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

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

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such

obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

All American Asphalt

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	_____
City Attorney	
_____	_____
Date	
RECOMMENDED FOR APPROVAL:	
_____	_____
Public Works Director/City Engineer	
_____	_____
Date	

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

CONTRACTOR'S BONDS

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

City of Moreno Valley Project No. 801 0073
Federal Project No. ATPL-5441(069)

BOND NO. _____

PREMIUM \$ _____

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

**CITY PROJECT NO. 801 0073 / FEDERAL PROJECT NO. ATPL-5441(069)
Juan Bautista De Anza Multi-Use Trail Phase 1 From El Potrero Park to Iris Avenue**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **All American Asphalt**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **City Project No. 801 0073 / Federal Project No. ATPL-5441(069)** and all Contract Documents are hereby referred to and made a part hereof; and

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

Faithful Performance Bond
00601-1

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

BOND NO. _____

PREMIUM \$ _____

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

**CITY PROJECT NO. 801 0073 / FEDERAL PROJECT NO. ATPL-5441(069)
Juan Bautista De Anza Multi-Use Trail Phase 1 From El Potrero Park to Iris Avenue**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **All American Asphalt**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **City Project No. 801 0073 / Federal Project No. ATPL-5441(069)** and Contract Documents are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors, or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley Project No. 801 0073
Federal Project No. ATPL-5441(069)

**EXHIBIT 12-G, REQUIRED FEDERAL-AID CONTRACT LANGUAGE, AND FHWA-1273,
REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS,
FEDERAL WAGE DETERMINATION, AND TITLE VI ASSURANCE (US DOT ORDER 1050.2A)**

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

City of Moreno Valley Project No. 801 0073
Federal Project No. ATPL-5441(069)

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE AND FHWA-1273
(For Local Assistance Construction Projects)

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
 (For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
 The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

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The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

g. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

- 2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
- 3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
- 4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
- 5. **CONTRACTOR LICENSE**
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).
- 6. **CHANGED CONDITIONS**

a. Differing Site Conditions

- 1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- 2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- 3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- 4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

- 1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- 2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an

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adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of up to 162 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Moreno Valley the sum of \$555.00 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478(03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;

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2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

FHWA-1273 -- Revised May 1, 2012

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1
		14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

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	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
181	CA Riverside; CA San Bernardino	19.7
	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
CA San Diego	18.2	
	Non-SMSA Counties	
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

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Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

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Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City of Moreno Valley:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City of Moreno Valley approval for this submitted information before the prime contractor starts work. The City of Moreno Valley credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City of Moreno Valley and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Moreno Valley reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

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City of Moreno Valley Project No. 801 0073
Federal Project No. ATPL-5441(069)

FEDERAL WAGE DETERMINATION

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

"General Decision Number: CA20210025 04/30/2021

Superseded General Decision Number: CA20200025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	03/05/2021
4	03/19/2021
5	04/30/2021

ASBE0005-002 07/06/2020

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 45.39	23.74
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls,	

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

floors, ceilings and curtain walls).....	\$ 28.92	18.73
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ASBE0005-004 07/01/2019

	Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 20.63	12.17
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BOIL0092-003 01/01/2021

	Rates	Fringes
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BOILERMAKER.....	\$ 46.03	38.81
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* BRCA0004-011 05/01/2020

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....	\$ 41.48	18.63
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*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2019

	Rates	Fringes
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MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0409-001 07/01/2018

	Rates	Fringes
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CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock		

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0440-001 12/28/2020

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 46.75	3%+23.67
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 36.99	3%+23.18
Technician.....	\$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
 Zone B:Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245-001 06/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$	59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$	47.24	19.59
(3) Groundman.....\$	36.12	19.19
(4) Powderman.....\$	51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....\$	59.32	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$	48.25	27.20
GROUP 2.....\$	49.03	27.20
GROUP 3.....\$	49.32	27.20
GROUP 4.....\$	50.81	27.20
GROUP 5.....\$	48.96	25.25
GROUP 6.....\$	51.03	27.20
GROUP 8.....\$	51.14	27.20
GROUP 9.....\$	49.29	25.25
GROUP 10.....\$	51.26	27.20
GROUP 11.....\$	49.41	25.25
GROUP 12.....\$	51.43	27.20
GROUP 13.....\$	51.53	27.20
GROUP 14.....\$	51.56	27.20
GROUP 15.....\$	51.64	27.20
GROUP 16.....\$	51.76	27.20
GROUP 17.....\$	51.93	27.20
GROUP 18.....\$	52.03	27.20

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GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment
(Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating

plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger

or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form

traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W,

SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

 IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITITE)		
GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

FOOTNOTE: GUNITITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunitite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in

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whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 37.85	15.99
(2) Vehicle Operator/Hauler.	\$ 38.02	15.99
(3) Horizontal Directional Drill Operator.....	\$ 39.87	15.99
(4) Electronic Tracking Locator.....	\$ 41.87	15.99
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 39.06	19.01
GROUP 2.....	\$ 40.36	19.01
GROUP 3.....	\$ 42.37	19.01
GROUP 4.....	\$ 44.11	19.01

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all

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related machinery and equipment

LABO1184-002 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold,

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creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB01184-004 07/01/2020

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

LAB01414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.18	20.92

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PLAS0200-009 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

PLAS0500-002 07/01/2020

Rates Fringes

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CEMENT MASON/CONCRETE FINISHER...\$ 38.50 25.91

PLUM0016-001 09/01/2020

Rates Fringes

PLUMBER/PIPEFITTER

Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....\$ 50.70 23.73

Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 38.73 22.06

All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....\$ 52.28 24.71

PLUM0345-001 09/01/2020

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 35.30 24.10
Sewer & Storm Drain Work....\$ 39.39 21.48

ROOF0036-002 09/15/2020

Rates Fringes

ROOFER.....\$ 40.77 18.22

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

* SFCA0669-002 04/01/2021

Rates Fringes

SPRINKLER FITTER.....\$ 41.27 26.23

SHEE0105-003 01/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates Fringes

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SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....	\$ 48.28	29.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 48.28	29.46

TEAM0011-002 07/01/2020

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,

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6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

TITLE VI ASSURANCE (US DOT ORDER 1050.2A)

Attachment: Agreement with All American Asphalt (4396 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**THIRD AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
FOR THE JUAN BAUTISTA DE ANZA HISTORIC CORRIDOR SEGMENT OF MULTI-
USE TRAIL FROM EL POTRERO PARK TO IRIS AVENUE
PROJECT NO. 801 0073**

This Third Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **Psomas**, a California corporation, hereinafter referred to as "Consultant." This Third Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated January 17, 2018.

Whereas, the Consultant is providing Professional Consultant Design Services for the **Juan Bautista De Anza Historic Corridor Segment of Multi-Use Trail from El Potrero Park to Iris Avenue, Project No. 801 0073.**

Whereas, the Agreement was amended by the "First Amendment to Agreement for Professional Consultant Services" dated April 29, 2020.

Whereas, the Agreement was amended by the "Second Amendment to Agreement for Professional Consultant Services" dated April 27, 2021.

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

Whereas, the Consultant has submitted a Proposal dated May 10, 2021 for expansion of the scope of work which is attached as "Exhibit A" of this Third Amendment, in response to City's request.

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0073**

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of June 30, 2022 is not extended by this Amendment, unless the termination date is further extended by an Amendment to Agreement.

1.2 “Exhibit B” (Scope of Services) to the Original Agreement is hereby amended by adding to the scope of work as described in “Exhibit A” of this Third Amendment, entitled “Amendment to Phase 4 – Construction Assistance services to the City of Moreno Valley on Juan Bautista De Anza Multi-Use Trail Segment 1.”

1.3 “Exhibit D” (Terms of Payment) to the Original Agreement is hereby further amended by adding the cost as included in said “Exhibit B” of this Third Amendment to Agreement.

1.4 The total “Not to Exceed” fee for this contract is \$282,668 (\$254,773 for the original Agreement, \$0 for the First Amendment to Agreement, \$0 for the Second Amendment to Agreement, plus \$27,895 for the Third Amendment to Agreement).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0073**

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

City of Moreno Valley

Psomas

BY: _____
Public Works Director/City Engineer

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

EXHIBIT "A"
CONSULTANT PROPOSAL

May 11, 2021

Margery Lazarus, PE

Project Manager
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92551

Subject: Amendment to "Phase 4 - Construction Assistance" for additional services to the City of Moreno Valley on Juan Bautista De Anza Multi-Use Trail Segment 1

Dear Marge,

Pursuant to the recently allocated budget for construction on the Juan Bautista De Anza Multi-Use Trail Segment 1, expected obligation this month and our recent conversation, Psomas provides the following amendment for additional services on the project's pre-, during and post construction. Tasks 4.1 and 4.2 are newly added tasks, not envisioned or scoped at project commencement.

Phase 4 – Construction Assistance additional services

Task 4.1 – Post-Bid Support

Psomas will provide opinion and analysis on the responsiveness of bids received.

Deliverable: Opinion in the form of an email and/or phone conversation

Task 4.2 – Pre-construction Biological Monitoring & Survey at APNs 312-020-025 (Maple Lane Group's), and 312-031-033 (Burkowski's)

4.2.1 Monitoring of the installation of ESA fencing and identification of exotic plant species (BIO-3, BIO-4, and BIO-12)

Prior to the commencement of construction activities or vegetation removal, a qualified Biologist will monitor the installation of the temporary ESA exclusion fencing around the project limits as specified in the construction plans. This fencing will be installed by construction personnel and construction personnel will strictly limit their activities, vehicles, equipment, and construction materials to the project footprint and designated staging areas and routes of travel. The ESA exclusion fencing will remain in place until the completion of all construction activities.

In addition, the qualified Biologist will identify any exotic plant species that may be present in the project footprint in order for construction personnel to

1500 Iowa Avenue,
Suite 210
Riverside, CA 92507

Tel 951.787.8421
www.psomas.com

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properly remove the plant species during construction. This task is required to prevent sprouting or regrowth of exotic plant species.

Note: This work effort includes two days for the monitoring of the fencing. Additional site visits will be billed on a time and materials basis or will require a budget augment. During this site visit, a brief pre-construction survey will be conducted within the project site to look for any special status species that may occur in the vicinity (this will satisfy BIO-12) eventhough BIO-12 will generally be implemented in the area around Lake Perris State Recreation Area which is not part of the proposed project segment.

4.2.2 Pre-construction burrowing owl survey (BIO-8)

Pursuant to the California Department of Fish and Wildlife (CDFW) protocol (CDFW 2012), a pre-construction burrowing owl survey is required prior to construction activities and will be conducted from civil twilight to 10 a.m. or two hours before sunset until evening civil twilight within areas providing suitable habitat for burrowing owl. The purpose of this survey is to verify the presence or absence of the burrowing owl on the project site or adjacent areas. The survey will be conducted by a qualified Biologist no more than 14 days prior to initiating ground disturbance and will include the project limits plus a 500-foot buffer surrounding the project. However, the 500-foot buffer will only be inspected visually from the project boundaries unless the Client obtains permission from the adjacent landowners for surveys to be conducted on their property. The locations of any burrowing owls observed on the project site will be mapped on an aerial photograph. Any pertinent behavior will also be recorded. If burrowing owls are present during the breeding season (February 1 to August 31), the burrowing owl will be fully avoided by establishing buffers in coordination with CDFW.

Upon completion of the survey effort, a Letter Report will be prepared on the survey findings. The letter will include a description of survey methods, the location and descriptions of any burrowing owls found, and any limits to construction due to burrowing owl presence on or adjacent to the project site. This scope assumes one version of the Letter Report will be delivered electronically in PDF format. Additional versions of the report will be billed on a time-and-materials basis. Any special status species observed during the surveys will be reported to the CDFW's California Natural Diversity Database (CNDDDB) as required by the surveying Biologist's permit conditions.

Note: This work effort includes one field day for the pre-construction burrowing owl survey with a qualified Biologist to cover the suitable habitat within the project limits and a 500-foot buffer. Any time lapses between project activities would trigger subsequent pre-construction surveys and will require a budget augment.

4.2.3 Pre-construction nesting bird SURVEY (BIO-11)

If construction commences during the nesting season (February 15 to August 31), a pre-construction survey for nesting birds will occur within three days prior to construction activities by a qualified Biologist. The survey will occur within all suitable nesting habitat

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Juan Bautista de Anza Trail*

within the project impact area and a 500-foot buffer. If any nesting birds are found, the location will be mapped and a determination will be made on the nesting stage of the bird. In addition, if nesting birds are found in consultation with CDFW, the Biologist will establish a protective buffer around the nest based on the location of the nest, sensitivity of the species, and existing human activity in the area. Construction activities within the protective buffer around the nest would be delayed until the nest becomes inactive; the young have fledged; the young are no longer being fed by parents; the young have left the area; and/or the young will no longer be impacted by the project. The Biologist will flag the limits of avoidance around any active nest(s) with flagging and/or stakes.

Upon completion of the survey effort, a brief Letter Report will be prepared on the survey findings. The Report will include methods and results sections with locations and descriptions of any nesting birds found; any restrictions on construction activities; and recommendations for any follow-up monitoring necessary. This Scope of Work assumes one version of the Report will be submitted electronically in PDF format. Any special status species incidentally observed during the nesting bird survey will be reported to the CDFW's CNDDDB.

Note: This work effort assumes once survey visit will be conducted. Any additional site visits will require a budget augment. The project site will need to be re-surveyed if there is a lapse in construction activities for more than seven days during the nesting season.

Optional Task 4.3 (As requested by the City) :

Passive Relocation of Burrowing Owl (BIO-10, only required if burrowing owl present and not nesting)

If burrowing owl are present outside the nesting season (September 1 to January 31), passive relocation by a qualified Biologist will be conducted once it has been confirmed that pairing activities have not begun. Passive relocation efforts will be conducted in coordination with CDFW. If the burrowing owl is found to be paired and exhibiting potential nesting behavior, construction disturbance will not occur within a designated buffer determined in coordination with CDFW of the active burrow(s) until it is confirmed by the qualified Biologist that the pair is not nesting and that young are not present, or if present are independently foraging. This task will be billed on a time and materials basis up to the budget shown. If no owls are observed, this task will not be needed.

Note: The aforementioned work effort assumes a maximum total of no more than two days will be necessary with two qualified Biologists. Any additional site visits will require a budget augment.

Nesting Bird Project Management (only required if nesting birds are observed)

If active nests are observed during the nesting bird survey, Psomas will assist the Client in developing a strategy to avoid or minimize project delays.

*Ms. Lazarus
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Juan Bautista de Anza Trail*

This task includes time for phone calls, emails, conference calls, meetings, or other correspondence necessary to support the strategy (e.g., correspondence with the CDFW to obtain approval on a reduced buffer). It may also include time to revise the nesting bird report with additional information. This task includes up to 8 hours of project management and technical staff time and 6 hours of GIS support. This task will be billed on a time and materials basis up to the budget shown. If no nesting birds are observed, this task will not be needed.

We believe the aforementioned reflects what was discussed. If you have any questions, please do not hesitate to call me at (714) 481-7956, or email: Arief.naftali@psomas.com. Thank you for your consideration.

Respectfully Submitted,
Authorization to Proceed



Arief Naftali, PE, TE, ENV SP
Project Manager/Vice President

EXHIBIT "B"

TERMS OF PAYMENT/CONSULTANT COST PROPOSAL

The Consultant's compensation shall not exceed **\$282,668 amount**.

Additional Project Fee

Segment 1 of
 Juan Bautista de Anza Historic Trail
 May 11, 2021

Description Consultant Services	Project Manager	Project Engineer	Staff Engineer	Project Assistant	Environmental PM	Biologist	GIS Specialist	Environmental Project Assistant	Total Hours	Direct Labor Subtotal	Subconsultant Fees	Total Cost
	\$241.39	\$129.67	\$106.08	\$104.74	\$150.34	\$112.85	\$121.96	\$108.96				
Phase 1 - PA/ED												
Subtotal - PA/ED										\$ -	\$ -	\$ -
Phase 2 - Plans, Specifications and Estimates												
Subtotal - PS&E										\$ -	\$ -	\$ -
Phase 3 - Right of Way/Utility Certification												
SubTotal - Right-of-Way/Easement										\$ -	\$ -	\$ -
Phase 4 - Construction (Additional Services)												
4.1 Post-Bid Support	4			1					5	\$ 1,070	\$ 600	\$ 1,670
4.2 Pre-Construction Biological Monitoring and Survey												
Monitoring of ESA Fencing installation and ID of Exotic plant Species (Bio-4, 5 & 12)	2				12	36	6	4	60	\$ 7,517		\$ 7,517
Pre-construction burrowing owl survey (Bio-8)	2				8	24	12	4	50	\$ 6,293		\$ 6,293
Pre-construction nesting bird survey (Bio-11)	2				8	20		2	32	\$ 4,160		\$ 4,160
Optional Task 4.3 (As requested by the City)												
<i>Passive Relocation of Burrowing Owl if present and not nesting, Nesting Bird Project Management, if present.</i>					12	36	10	2	60	\$ 7,304		\$ 7,304
Reimbursable Expenses (for Tasks 4.1 & 4.2)										\$ 950		\$ 950
PROJECT TOTAL =	10			1	40	116	28	12	207	\$ 27,295	\$ 600	\$ 27,895
STAFF UTILIZATION =	5%			0%	19%	56%	14%	6%				

Attachment: Third Amendment with Psomas (4396) : AUTHORIZATION TO AWARD A CONSTRUCTION



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO INTERNATIONAL LINE BUILDERS, INC. FOR THE EUCALYPTUS AVENUE LINE EXTENSION IMPROVEMENTS, PROJECT NUMBER 805 0055

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract, contingent on the approval of the Capital Improvement Plan for Fiscal Years 2021/2022 & 2022/2023, to International Line Builders, Inc., 3955 Temescal Canyon Road, Corona, CA 92883, the lowest responsive, responsible bidder, for the Eucalyptus Avenue Line Extension Project using Moreno Valley Utility 2019 Lease Revenue Bonds;
2. Authorize the City Manager to execute a contract with International Line Builders, Inc.;
3. Authorize the issuance of a Purchase Order to International Line Builders, Inc. for the amount of \$1,026,558 (\$892,659 bid amount plus a 15% contingency) when the contract has been signed by all parties;
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with International Line Builders, Inc. up to, but not exceeding, the 15% contingency amount of \$133,899, subject to the approval of the City Attorney; and
5. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of a contract with International Line Builders, Inc. to construct the Eucalyptus Avenue Line Extension Project. The Eucalyptus Avenue Line Extension Project consists of infrastructure improvements, which will allow MVU to provide service to commercial properties along Eucalyptus Avenue and Memorial Way. The project is funded by MVU’s 2019 Lease Revenue Bonds. The project is approved in the FY 2019/2020 & 2020/2021 Adopted Capital Improvement Plan.

DISCUSSION

As MVU continues to grow and expand its service, several capital improvement projects are necessary to accommodate increasing demands for electricity. The Eucalyptus Avenue Line Extension Project will allow MVU to serve developing commercial properties along Eucalyptus Avenue and Memorial Way.

The electrical plans call for the installation of conduit, structures, equipment, and cable along with related electrical facilities within Eucalyptus Avenue from Day Street to Memorial Way and on Memorial Way from Eucalyptus Avenue to 280’ north of Eucalyptus Avenue. Construction will require coordination with the State Department of Water Resources.

The Notice Inviting Bids for the project was advertised in the Press Enterprise and on the City’s electronic bid and vendor management system (PlanetBids). According to PlanetBids there were 48 prospective bidders that viewed the bid documents. Out of those, nine companies submitted bids as follows (amounts rounded up to the nearest dollar):

<u>Contractors</u>	<u>Verified Bid Amounts</u>
1. International Line Builders, Inc.	\$ 892,659
2. Asplundh Construction, LLC	\$ 948,225
3. E.E. Electric, Inc.	\$ 966,836
4. Hot Line Construction, Inc.	\$ 999,696
5. Doty Bros. Equipment Company	\$1,015,320
6. Henkels & McCoy	\$1,056,799
7. Pacific Utility Installation, Inc.	\$1,296,300
8. Southern Contracting Company	\$1,300,560
9. VCI Utility Services, LLC	\$1,579,480

International Line Builders, Inc. was determined to be the lowest responsive, responsible bidder in possession of a valid contractor license and bid bond. No outstanding issues were identified through review of the references submitted by International Line Builders, Inc. in their bid. Therefore, staff recommends contract award to International Line Builders, Inc. in the total amount of \$892,659.

A contingency of 15% of the bid amount (\$133,899) is recommended to account for any changed field condition that may have occurred during the period between the completion of the engineering design work and construction start as well as to account for potential, unforeseen utility crossings, as encountered on past similar projects.

The anticipated start of construction is late Summer 2021.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the ultimate, timely construction of the Eucalyptus Avenue Line Extension Project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely construction of this project and will prevent Moreno Valley Utility from providing electrical service to forthcoming development along Eucalyptus Avenue and Memorial Way.*

FISCAL IMPACT

This project is included in the Fiscal Year 2019/2020 & 2020/2021 Adopted Capital Improvement Plan Budget. It is funded with Moreno Valley Utility’s 2019 Lease Revenue Bonds. The FY 2021/2022 proposed budget is included in the 2021/2022 and 2022/2023 Proposed Capital Improvement Plan.

Description	GL Account No.	Type Rev/Exp	FY 21/22 Budget	FY 21/22 Proposed Adjustment	FY 21/22 Amended Budget
6011-MVU Restricted	GL-6011-70-80-80005-720199 PN-805 0055 6011 99	Exp	\$591,536	\$83,499	\$675,035

FISCAL YEAR 2019/2020 – 2020/2021 PROJECT BUDGET:

MVU 2019 Lease Revenue Bonds
 GL Account No. 6011-70-80-80005-720199
 Project No. 805 0055 6011 99.....\$565,000

FISCAL YEAR 2021/2022 – 2022/2023 PROJECT BUDGET:

MVU 2019 Lease Revenue Bonds
 GL Account No. 6011-70-80-80005-720199
 Project No. 805 0055 6011 99.....\$675,035
 Total..... \$1,240,035

ESTIMATED PROJECT COSTS:

Environmental.....	\$2,495
Design.....	\$47,724
Construction Costs (includes 15% contingency).....	\$1,026,558
Permitting.....	\$49,748
Consultant Work Authorization.....	\$23,009
Project Administration and Inspection.....	\$24,301
Geotechnical Services.....	\$40,000
Surveying Services.....	\$26,200

Total..... \$1,240,035

NOTIFICATION

A Notice Inviting Bid was advertised in the Press Enterprise. The project was placed on PlanetBids for 30 days, from January 25, 2021 through February 25, 2021. A Pre-Bid Conference was held on February 8, 2021.

PREPARATION OF STAFF REPORT

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

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

Concurred By:
Jeannette Olko
Electric Utility Division Manager

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2022 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

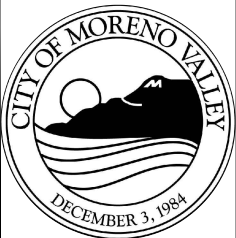
- 1. Attachment 1 - Location Map
- 2. Attachment 2 - Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/24/21 4:58 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/25/21 9:29 AM



Attachment: Attachment 1 - Location Map [Revision 1] (4238 : AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO



LOCATION MAP

Public Works Department
Electric Utility Division

Eucalyptus Avenue Line Extension

ATTACHMENT "1"

PROJECT No. 805 0055

AGREEMENT**PROJECT NO. 805 0055**

**EUCALYPTUS AVENUE LINE EXTENSION
Conduit, Cable, and Related Electrical Infrastructure
Eucalyptus Avenue between Day Street and Memorial Way and Memorial Way between
Eucalyptus Avenue and 283' north of Eucalyptus Avenue**

THIS Agreement, effective as of June 10, 2021 by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and International Line Builders, Inc., hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. 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. This Agreement
- D. City Special Provisions, including the General Provisions and Technical Provisions
- E. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- F. Project Plans
- G. City Standard Plans
- H. The bound Bidding Documents
- I. Contractor's Certificates of Insurance and Additional Insured Endorsements
- J. Contractor's Bidder's Proposal and Subcontractor Listing

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 City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. Environmental Notice of Exemption

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items, awarded by the City is Eight Hundred Ninety Two Thousand Six Hundred Fifty Nine Dollars (\$892,659) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Eighty (80) Working Days**. 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 **Forty (40) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Water Pollution Control Plan
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

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

B. Notice to Proceed with Construction. After all preconstruction requirements are met 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 City 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.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$2,500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

6.2. 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.

6.3. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not

limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to

the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled

without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the

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

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

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

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;

- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of

any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. Survival of Indemnity Obligations. Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Attachment: Attachment 2 - Agreement (4238 : AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO INTERNATIONAL LINE

Bidding Document #2020-027

CITY OF MORENO VALLEY
Project No. 805 0055

CITY OF MORENO VALLEY, Municipal Corporation

International Line Builders, Inc.

BY: _____
Mike Lee, City Manager

License No./
Classification: 782515 / A, C-10

DATE: _____

Expiration Date: 08/31/2022

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Chief Financial Officer / City Treasurer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Attachment 2 - Agreement (4238 : AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO INTERNATIONAL LINE



Report to City Council

TO: Mayor and City Council

FROM: John Salisbury, Chief of Police

AGENDA DATE: June 1, 2021

TITLE: APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE READER CAMERA SYSTEM WITH ASSET FORFEITURE FUNDING IN FY 2021/22

RECOMMENDED ACTION

Recommendations:

1. Authorize the Police Department to lease forty new Flock Falcon Automatic License Plate Reader (ALPR) cameras, to also include software and installation at a cost of \$118,525.00 (\$110,000 for the ALPR camera system, plus \$8,525.00 sales tax).
2. Authorize the Police Department to purchase Flock's Wing Integration software to overlay onto twenty City owed Axis brand cameras \$22,585.00 (\$20,960.00 for the software and support, plus \$1,625.00 sales tax).
3. Authorize the City Manager to execute the lease agreement with Flock Group Inc., for the Automated License Plate Reader System (ALPRS) for a total cost of \$141,110.00 (\$130,960.00 plus \$10,150.00 tax.)
4. Approve the use of asset forfeiture funds and the proposed budget adjustments as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends the City Council authorize the Moreno Valley Police Department to lease forty (40) Flock Falcon Automatic License Plate Readers (ALPR) system and purchase Flock Wing Integration software to use with twenty (20) City owned citywide Axis brand cameras. The Police Department will utilize \$141,110.00 of Asset Forfeiture funds to acquire this equipment to be used toward increasing the

recovery of stolen vehicles, locating missing and at-risk people, along with developing investigative leads and solving criminal cases within the City of Moreno Valley.

DISCUSSION

The City of Moreno Valley has experienced a steady number of motor vehicle thefts and armed carjacking's over the past of couple years. Uniform Crime Reports (UCR) for stolen vehicles shows in 2018 there were 1,525 vehicle thefts, 2019 had a total of 1,392 vehicle thefts, and in 2020 a total of 1,460 vehicle thefts were reported. In 2018 there were 28 carjacking's, 2019 had a total of 22 carjacking's, and in 2020 there were 40 carjacking's reported in the city of Moreno Valley.

During 2018 the Police Department recovered 1,659 stolen vehicles, in 2019 a total of 1,424, and in 2020, 1,439 stolen vehicles were recovered in the city. Many recovered stolen vehicles are from other jurisdictions and abandoned or located in Moreno Valley. As detailed above, vehicle theft and car jacking's within the city is a significant issue for law enforcement and the community.

An officer on patrol utilizes training, experience, bulletins and crime trends to assist in identifying stolen vehicles. Automatic License Plate Readers are an added tool to the law enforcement tool box. This technology increases our ability to identify vehicles of interest to law enforcement, such as stolen vehicles, vehicles associated with wanted persons, missing persons, Amber Alerts, Silver Alerts, All Points Bulletins, and National Crime Information Center advisements.

Flock Safety's ALPR system are fixed solar powered cameras routinely attached to existing signal poles and include LTE cellular internet connectivity. The cameras capture license plates, temporary license plates, and paper plates. Additionally, Flock Safety's proprietary software will capture a "vehicle fingerprint" to include vehicle type, make, model, and color. This propriety software, known as Wing Integration, can also be used on the existing Citywide camera system if it is an Axis brand camera.

A cloud-based system stores all license plates and vehicle description and compares this information to a list of vehicles of interest to law enforcement. If a license plate is matched to one listed in the database, officers on patrol are alerted and will take the appropriate action based upon the nature of the want for the vehicle. The data is also fully searchable, including the ability to search partial plates and by vehicle make, model, and color. This search feature undoubtedly will assist officers on patrol, special enforcement teams, and our detectives identify suspects when all they have is a simple vehicle description provided by victims and/or witnesses.

While the City already has a very robust camera system, the images captured require manual review by investigating personnel. This process can take several hours. The Flock "vehicle fingerprint" is fully searchable by investigating personnel and expected to save hundreds of hours per year of personnel time, while enhancing the accuracy of investigative leads.

Criminals rely upon the use of stolen vehicles to commit crimes. By tackling the very heart of the criminal’s ability to travel, a whole range of crimes can be prevented or solved. Additionally, ALPR technology enables officers to recover more stolen vehicles for return to their rightful owners.

Therefore, the addition of this technology will have a positive effect on the community and serve to enhance public safety. The addition of this equipment will increase the number of stolen vehicle recoveries and arrests, as well as, increase our ability to locate other vehicles of interest to law enforcement.

Based on the above, the Police Department requests to lease forty new Flock Safety’s ALPR cameras that will be strategically placed throughout the city and purchase the Wing Integration software to overlay onto twenty city owned Axis cameras. Staff is requesting this equipment from a sole source vendor, Flock Safety, for a total cost of \$118,525.00 (\$110,000 for the ALPR camera system, plus \$8,525.00 sales tax), and the Wing Integration software for a total cost of \$22,585.00 (\$20,960.00 for the software and support, plus \$1,625.00 sales tax) for a total combined cost of \$141,110.00 The annual hosting fee will be budgeted in the annual General Fund budget allocation for the Police Department in FY 2021/2022 and subsequent years while the system is operational. Asset forfeiture revenue would cover the initial purchase of these systems.

ALTERNATIVES

Council has the following alternatives:

1. Authorize the police department to lease 40 new Flock Safety’s ALPR system, and purchase Wing Integration software utilizing \$141,110 of Asset Forfeiture funds to acquire this equipment and approve budget adjustments as set forth in the Fiscal Impact section of this report. Staff recommends this alternative.
2. Do not authorize the purchase of equipment and proposed budget adjustment. Failure to authorize the police department to make these purchases will directly impact the ability of the Police Department to recover stolen vehicles, locate missing and at-risk people, and assist in developing leads to criminal cases within the City of Moreno Valley. Staff does not recommend this alternative.

FISCAL IMPACT

The Police Department is requesting City Council to approve the use of asset forfeiture funding held by the County of Riverside to purchase the ALPR and surveillance camera systems. Funding for this purchase will not have an impact on the City’s General Fund in FY 2021/2022. In FY 2022/2023, the annual lease payment will be included in Technology Services annual department budget allocation. The requested FY 2021/2022 budget appropriation will be as follows:

Description	Fund	GL Account No.	Type	FY 21/22	FY 21/22 Proposed	FY 21/22 Amended
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			(Rev/Exp)	Budget	Amendment	Budget
Asset Forfeiture Revenue (from County)	Gen. Fund	1010-60-65-40010-480150	Rev	\$0	\$141,110	\$141,110
ALPR system	Gen. Fund	1010-60-66-40110-625099	Exp	\$0	\$141,110	\$141,110

PREPARATION OF STAFF REPORT

Prepared By:
Chris Durham
Lieutenant

Department Head Approval:
John Salisbury
Chief of Police

Concurred By:
Steve Hargis
Strategic Initiatives Manager

Concurred By:
Felicia London
Public Safety Contracts Administrator

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. Flock ALPR - Quote

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 5:19 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/20/21 7:27 PM

flock safety

flocksafety.com
866.831.5326

Your partner in fighting crime



Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE

Today's Date - May 04, 2021
This proposal expires in 60 days.

Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety's technology system as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a crime-fighting technology company with a mission to eliminate non-violent crime in the United States.

What makes Flock Safety's technology different



PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



SIMPLE & AFFORDABLE

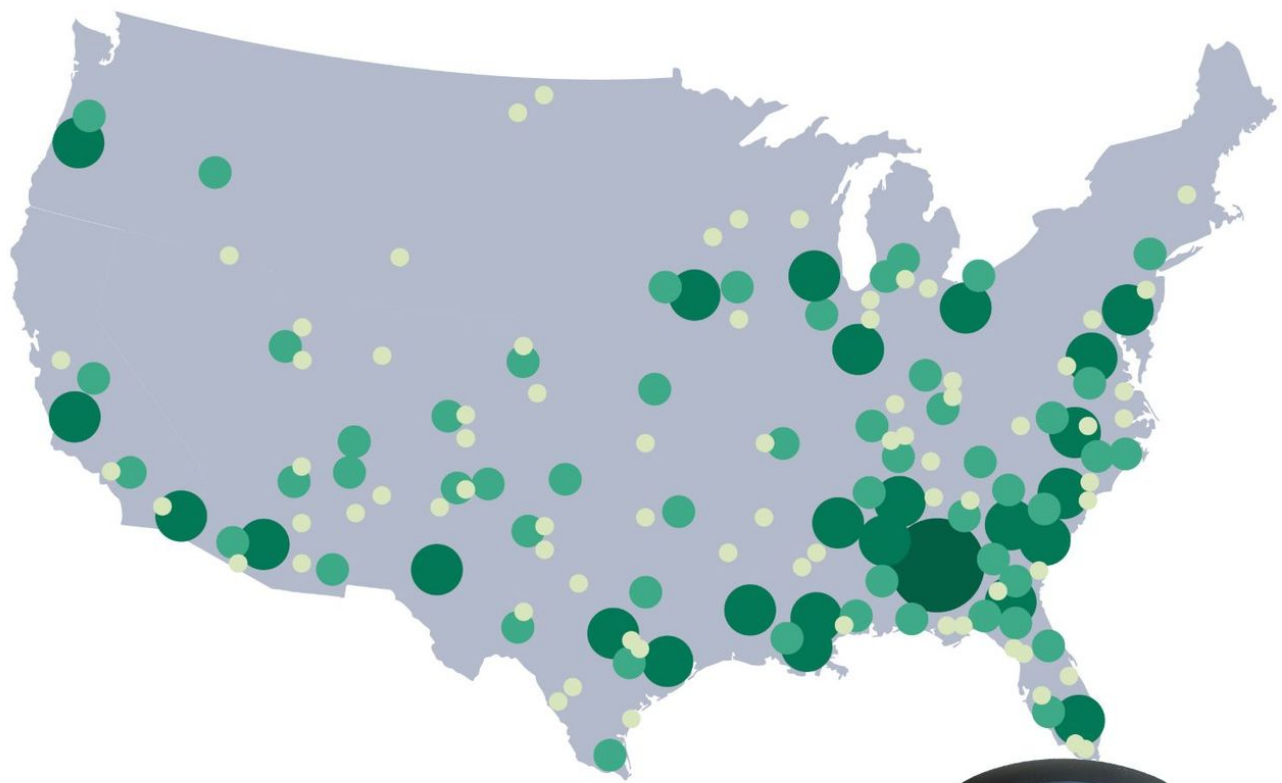
Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,



Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE



500
Police
departments

1000+
US cities

120
Stolen vehicle
reads/hr



Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE

Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

30% ▲

Our solution captures **30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest



Company Overview

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock Safety

Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE

camera systems live in over 1000 cities in 38 states and over 500 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

Customer Results

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.



JERSEY VILLAGE, TEXAS

A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

MARIETTA, GEORGIA

34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created



Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE



COBB COUNTY, GEORGIA

Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

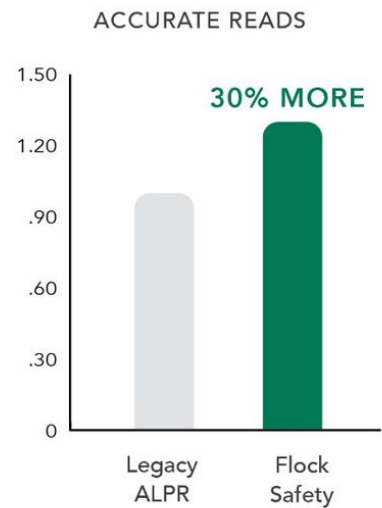
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at stuart.vanhoozer@cobbcounty.org or (404) 375-1926

LOS ANGELES, CALIFORNIA

Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).





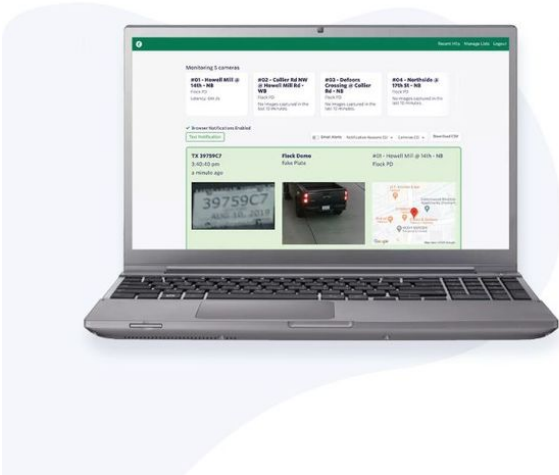
Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



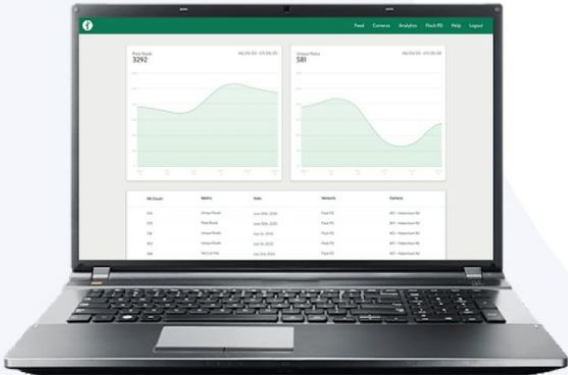
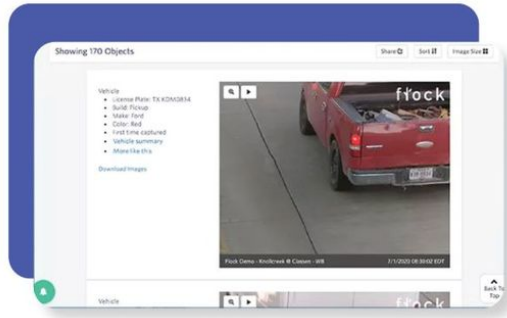
Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE

Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
 - Date and time
 - Vehicle Characteristics
 - Plate (partial/full)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status
 - Location/Date/Time



Insights

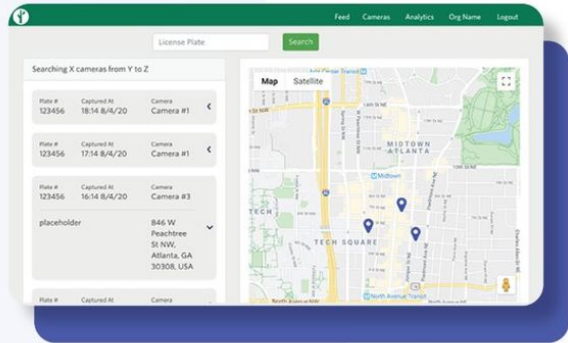
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

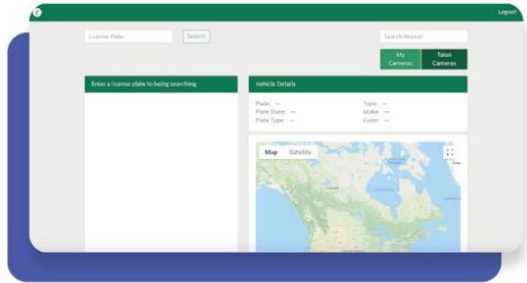
Lookup

Search plates across your jurisdiction

- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE



Talon

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 500M monthly reads
- Attached to "Lookup" experience

Performance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE

CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"
Weight: 3 lbs
IP65 Waterproof

Power

14Ah Battery
30W Solar Panel (14" x 21")
AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection
Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)
Accessible via secure website
Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image
Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp
60 W Solar
11-14 Volt

Processing Power

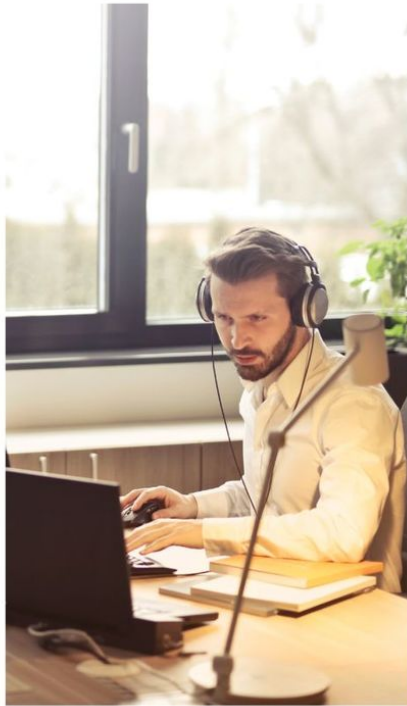
1.4GHz
64-bit quad-core CPU

Image Capture

30-50 ft from vehicles
Up to 2 lanes of traffic per camera
Date and time with camera location
Plate (state, partial, paper, and none)
Vehicle details (Make, type, and color)



Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE



Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the support@flocksafety.com inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera footage search

INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection
Solar & existing pole



Entrance to Hotel
Solar & Flock 14 foot pole



City Foot Traffic Street
Electric & existing pole



Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE

Install Process Guide

TERMS, CONDITIONS, & SERVICE LEVEL AGREEMENT INFORMATION

For the complete list of Terms & Service, please visit <https://www.flocksafety.com/legal>.

WARRANTY

- All Flock products are under warranty for the duration of the Customer’s contract.
- Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issues, maintenance teams will be deployed at no additional cost.
- In the event the Flock camera is physically damaged or stolen, the first camera replacement will be made by Flock at not additional cost. A reassessment of camera location will be made at that time to deter further issues.
- In the unlikely case that an additional replacement camera is needed, the customer will be responsible for the \$500 cost.
- Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after the Agency notifies the Flock of defect.

Pricing

\$2,500 PER CAMERA, PER YEAR*

Annual subscription includes:

Camera Hardware:

- ✓ Automatic license plate reader
- ✓ Solar or DC Power
- ✓ Mounting equipment
- ✓ Maintenance Warranty

Hosting & Analytics

- ✓ Cloud hosting & LTE connectivity
- ✓ Unlimited user licenses
- ✓ Hot list integration & alerts
- ✓ Ongoing software enhancements

** five (5) camera minimum / one-time installation fee per camera = \$250
 Flock Safety does not provide electrical services / electrical work not included in the price*

Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE

Subscription Details	Price	QTY	Subtotal
Flock Falcon Camera Annual Subscription Price per year	\$2,500.00	40	\$100,000.00
Wing Integration Price (Axis Cameras only) per year	\$948.00	20	\$18,960.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	40	\$0.00
Falcon Camera Implementation Camera Setup Shipping & Handling	\$250.00	40	\$10,000.00
Wing Integration (Axis Cameras) Integration of 10-25 cameras One-time fee	\$2,000.00	1	\$2,000.00

Total \$130,960.00

Attachment: Flock ALPR - Quote (4371 : APPROVE A LEASE AGREEMENT WITH FLOCK GROUP INC. FOR A AUTOMATED LICENSE PLATE



Report to City Council

TO: Mayor and City Council

FROM: John Salisbury, Chief of Police

AGENDA DATE: June 1, 2021

TITLE: FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE TO BETTER SERVE THE MENTAL HEALTH POPULATION NEEDING LAW ENFORCEMENT SERVICES

RECOMMENDED ACTION

Recommendation:

1. Adopt the first amendment to the FY2017-2022 Agreement for Law Enforcement services to better serve the mental health population needing law enforcement services and, authorize the Mayor or designee to sign the agreement.

SUMMARY

This report recommends City Council adoption of the first amendment to the five (5) year law enforcement services agreement, set to expire June 30, 2022. This amendment will reallocate current resources to better serve the mental health population needing law enforcement services and for an increase in needed Community Service Officers (CSO). There will be no change in the number of supported patrol hours per day, which will remain at 457.8 hours or an equivalent to 94 positions.

DISCUSSION

The original agreement was executed in 1985 and has continued to receive law enforcement services under this arrangement. The most recent five (5) year agreement for law enforcement services was approved on November 17, 2017, with a retroactive effective date of July 1, 2017. This agreement is effective July 1, 2017 through June 30, 2022.

With the increase in mental health related calls for service, this amendment reallocates

resources to better serve the mental health population needing law enforcement services. The amendment reallocates Two (2) K-9 deputies to be converted into two (2) Community Behavioral Health Assessment Team (CBAT) deputies. The CBAT program is a co-responder team, which consists of a mental health clinician and a law enforcement officer teamed in a patrol car to respond to mental health crisis calls. This new program’s primary goal is to reduce psychiatric hospitalizations, 911 emergency calls, and Emergency Department visits, while reducing the potential for adverse outcomes when interacting with community members experiencing a mental health crisis.

The addition of four (4) CSO’s work in conjunction with sworn deputies to assist with answering non-emergency calls, freeing up deputies to respond to more urgent calls.

Below is a summary of the changes:

Original Positions	Revised Positions	Net Change
1 – Captain (Chief of Police)	1 – Captain (Chief of Police)	No Change
1 – Motor Sergeant	1 – Motor Sergeant	No Change
9 – Motor Deputies	9 – Motor Deputies	No Change
3 – K-9 Deputies	1 – K-9 Deputies*	Decrease of 2
3 – Crime Preventions Deputies	3 – Crime Preventions Deputies	No Change
1 – Graffiti Prevention Deputy	1 – Graffiti Prevention Deputy	No Change
17 – Community Services Officers	21 – Community Services Officers	Increase of 4
1 – Supervising Office Assistant	1 – Supervising Office Assistant	No Change
1 – Office Assistant	1 – Office Assistant	No Change
0 – Mental Health/CBAT Deputies	2 – Mental Health/CBAT Deputies	Increase of 2
37 – Total Dedicated Positions	41 – Total Dedicated Positions	Net Increase of 4

If this amendment is approved, it will be effective as of July 1, 2021 and remain in effect through the expiration of the contract on June 30, 2022.

ALTERNATIVES

The following alternatives are available for Council consideration:

1. Approve the proposed amendment to the Agreement for Law Enforcement services. *Staff recommends this action to update terms of service contained in the current agreement which will expire June 30, 2022.*
2. Not approve the proposed amendment to the Agreement for Law Enforcement Services at this time, and provide further direction to staff.

FISCAL IMPACT

There are no additional costs associated with this amendment. Should the County establish any future rates, which exceeds levels built into the City’s adopted budget, staff will return to the Council with any recommended adjustments, which may be required at that time.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Public Safety Contracts Administrator

Department Head Approval:
John Salisbury
Chief of Police

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. City of Moreno Valley Contract 17-18 to 21-22 1st Amendment - Copy 1
- 2. City of Moreno Valley Contract 17-18 to 21-22 1st Amendment - Copy 2
- 3. City of Moreno Valley Contract 17-18 to 21-22 1st Amendment - Copy 3

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 7:27 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/25/21 9:45 AM

FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE

IT IS MUTUALLY AGREED that the Agreement for Law Enforcement Services between the County of Riverside, a political subdivision of the State of California, on behalf of the Riverside County Sheriff’s Department, and the City of Moreno Valley, a General Law City, approved by the Board of Supervisors on May 1, 2018, for services effective July 1, 2017 through June 30, 2022, is hereby amended in the following respects, and all other terms and conditions of the Agreement remain in full force and effect:

- 1. Attachment A-1 of the Agreement is hereby deleted and replaced with the Attachment A-1.1 that is attached to this Amendment.

IN WITNESS WHEREOF, the City of Moreno Valley, by minute order or resolution duly adopted by its City Council, has caused this Amendment to Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Amendment to be signed by the Chair of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

Dated: _____

CITY OF MORENO VALLEY

By: _____
Dr. Yxstian Gutierrez, Mayor

ATTEST:

Name
Title

By: _____

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Karen Spiegel
Chair of the Board
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy

By: _____
Lisa Sanchez
Deputy County Counsel

Attachment: City of Moreno Valley Contract 17-18 to 21-22 1st Amendment - Copy 1 (4398 : FIRST AMENDMENT TO THE AGREEMENT FOR

ATTACHMENT A-1.1
CITY OF MORENO VALLEY
LEVEL OF SERVICE

Patrol Services

336.5 Supported Undedicated Productive hours per day

122.0 Supported Dedicated Productive hours per day

Dedicated Positions

One (1) Captain position (Applied at an equivalent to 90% of position hours)

One (1) Sheriff's Motor Sergeant position

Nine (9) Deputy Sheriff (supported) positions – Motorcycle Team

One (1) Deputy Sheriff (supported) positions – K9

Two (2) Deputy Sheriff (supported) position – Mental Health/CBAT

Three (3) Deputy Sheriff (unsupported) positions – Crime Prevention Officers

One (1) Deputy Sheriff (unsupported) position – Graffiti Prevention

Twenty-one (21) Community Service Officer II positions

One (1) Supervising Office Assistant I position

One (1) Office Assistant II position

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- 1. Attachment A-1 of the Agreement is hereby deleted and replaced with the Attachment A-1.1 that is attached to this Amendment.

IN WITNESS WHEREOF, the City of Moreno Valley, by minute order or resolution duly adopted by its City Council, has caused this Amendment to Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Amendment to be signed by the Chair of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

Dated: _____

CITY OF MORENO VALLEY

By: _____
Dr. Yxstian Gutierrez, Mayor

ATTEST:

Name
Title

By: _____

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Karen Spiegel
Chair of the Board
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

ATTACHMENT A-1.1
CITY OF MORENO VALLEY
LEVEL OF SERVICE

Patrol Services

336.5 Supported Undedicated Productive hours per day

122.0 Supported Dedicated Productive hours per day

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- 1. Attachment A-1 of the Agreement is hereby deleted and replaced with the Attachment A-1.1 that is attached to this Amendment.

IN WITNESS WHEREOF, the City of Moreno Valley, by minute order or resolution duly adopted by its City Council, has caused this Amendment to Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Amendment to be signed by the Chair of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF MORENO VALLEY

Dated: _____

By: _____
Dr. Yxstian Gutierrez, Mayor

ATTEST:

Name
Title

By: _____

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Karen Spiegel
Chair of the Board
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

ATTACHMENT A-1.1
CITY OF MORENO VALLEY
LEVEL OF SERVICE

Patrol Services

336.5 Supported Undedicated Productive hours per day

122.0 Supported Dedicated Productive hours per day

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Twenty-one (21) Community Service Officer II positions

One (1) Supervising Office Assistant I position

One (1) Office Assistant II position



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: June 1, 2021

TITLE: ACCEPTANCE OF THE FY2020/2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) GRANT AWARD

RECOMMENDED ACTION

Recommendation:

1. Accept the Fiscal Year 2020/2021 Emergency Management Performance Grant Program (EMPG) grant award of \$42,445 from the Riverside County Emergency Management Department.
2. Authorize a budget adjustment of \$42,445 to the Emergency Management Grant Fund (2503) revenue and expenditure accounts.

SUMMARY

This report recommends acceptance of the FY2020/2021 Emergency Management Performance Grant Program (EMPG) grant award in the amount of \$42,445. Funds will be utilized to support Emergency Management related activities.

DISCUSSION

The purpose of the EMPG is to sustain and improve comprehensive emergency management programs at the state, tribal and local levels from all man-made and natural disasters through the prevention, mitigation, response, and recovery of all hazard events. An all hazards approach to emergency response, including the development of a comprehensive program of planning, training, and exercises, means that there can be an effective and consistent response to disasters and emergencies regardless of the cause. Additionally, it involves building long-term strategic partnerships within the emergency management community.

This grant is authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. 5121 et seq.) and provides a system of emergency preparedness for the protection of life and property in the United States from hazards. The EMPG grant program provides reimbursement of up to 50 percent of allowable costs, with the City providing the other 50 percent match. The City’s match requirement is typically met each year when City Council adopts the budget and allocates funding for the Office of Emergency Management Program Manager.

The Riverside County Emergency Management Department (EMD), on behalf of all jurisdictions in Riverside County, applies for this grant on an annual basis. Riverside County EMD then distributes the grant funding to eligible agencies throughout the Operational Area. This year, the grant funds will be utilized to renew the City’s Emergency Alert and Warning Notification System, commonly referred to as “Alert MoVal”. This system provides timely notification to the public on actions they can take to aid themselves and their family, greatly enhancing the safety of the residents in Moreno Valley and potentially reducing the number of injuries, deaths, and loss of property due to a disaster or catastrophic event. Funds will also aid in the upgrade of communications systems for our Amateur Radio team and provide for the preparedness efforts for our Community Members and First Responders.

ALTERNATIVES

1. Accept the FY2020/2021 Emergency Management Performance Grant Program (EMPG) award. *This alternative will allow the City to receive Emergency Management Grant funding which will allow the Office of Emergency Management to better prepare City staff to operate efficiently during a disaster.*
2. Do not accept the FY2020/2021 Emergency Management Performance Grant Program (EMPG) award. *This alternative will prohibit the City from receiving Emergency Management Grant funding which will hinder the City’s ability to operate efficiently during a disaster.*

FISCAL IMPACT

The Office of Emergency Management is requesting City Council to approve the acceptance of the FY2020/2021 EMPG grant award. Funding for this grant award, if approved, will be allocated as follows:

Description	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	FY 20/21 Proposed Amendment	FY 20/21 Amended Budget
EMPG Grant	2503-40-47-74105-485000	Rev	\$12,222	\$42,445	\$54,667
Grant Expenditures	2503-40-47-74105-625010	Exp	\$12,222	\$42,445	\$54,667

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Public Safety Contracts Administrator

Department Head Approval:
Abdul R Ahmad
Fire Chief

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. FY20 EMPG Award Letter

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 5:02 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/20/21 5:17 PM



Bruce Barton, Director
Emergency Management Department

4/22/2021

City of Moreno Valley
Fire Chief Abdul R. Ahmad
Diana Vargas

RE: FY20 Emergency Management Performance Grant Program (EMPG) Award - \$42,445.00
Grant # 2020-0006 CFDA#: 97.042

The California Office of Emergency Services (CalOES) has approved Riverside County's FY20 Emergency Management Performance Grant Program (EMPG) application and has authorized the commencement of reimbursement requests. The performance period of this grant is **July 1, 2020 (for personnel) April 22, 2021 (for equipment) – December 31, 2021**. All final reimbursement requests are due no later than **January 10, 2022**.

Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalOES through the OA prior to incurring any costs. Some of your projects may require these additional approvals. Grant funds must be used to supplement existing funds, not replace funds that have been appropriated for the same purpose. Your Agency must not make or permit any award at any tier, to any party that is debarred. You must obtain documentation of eligibility prior to making any agreement/payment with a vendor funded by EMPG funds. It is your Agency's responsibility to obtain all additional approvals prior to expending the funds. Your Agency will also be responsible for providing all necessary documentation for reimbursements. If you are purchasing maintenance agreements, upgrades, service fees, etc. for your equipment or continuation of a service it is your responsibility to provide proof that these costs follow the guidelines of the grant.

Your Agency's Financial Workbook is being provided to you via email along with a copy of this letter. **Please complete the facesheet on your workbook and please have the Grant Assurances read, signed and dated by your authorized agent in blue ink and return both to me. Reimbursements will not be processed without these.** Keep in mind that this grant has a **dollar-for-dollar match** requirement.

By accepting this award it will be understood that you are agreeing to conform to the requirements of the grant as put forth in the FY20 EMPG Grant Assurances, the State Supplemental Guidance, the Federal Guidance, the Federal Single Audit Act of 1984 and amendment of 1996, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended.

As always, please feel free to contact me with any questions you may have. I look forward to working with you and appreciate your cooperation and support.

Regards,

Joe Barron

Joe Barron, Administrative Services Analyst II
Riverside County EMD
951-358-7112

450 E. ALESSANDRO BLVD
RIVERSIDE, CALIFORNIA 92508



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: June 1, 2021

TITLE: ADOPT RESOLUTION NO. 2021-XX DESIGNATING AND AUTHORIZING CERTAIN CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUB-GRANTED THROUGH THE STATE OF CALIFORNIA

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2021-XX, a Resolution of the City Council of the City of Moreno Valley, California, Designating and Authorizing Certain City Officials to Execute Applications and Documents for the Purposes of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Sub-granted through the State of California.

SUMMARY

This report recommends City Council adopt the proposed Resolution to designate and authorize certain City officials to execute applications and documents for the purposes of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

DISCUSSION

To apply for and receive federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California, the City of Moreno Valley is required to designate certain City officials who are authorized to execute all pertinent grant applications and related documents. This authority must be renewed every year. DHS has previously awarded the City of Moreno Valley's

Emergency Operations Division with grant allocations in the past years, sub-granted through the State of California.

This report will designate and authorize certain City officials to execute all grant applications and related documents necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

ALTERNATIVES

1. Adopt the proposed Resolution No. 2021-XX, designating and authorizing certain City officials to execute grant applications and related documents for the purposes of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California. *Staff recommends this alternative as it will continue to allow the City to apply for grant money and federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.*
2. Decline to adopt the proposed Resolution 2021-XX, designating and authorizing certain City officials to execute grant applications and related documents for the purposes of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California. *Staff does not recommend this alternative as the City would no longer be eligible to apply for or receive federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.*

FISCAL IMPACT

With the Resolution, the City will continue to be eligible to apply for or receive federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

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.

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.

ATTACHMENTS

Attachment 1 – Proposed Resolution NO. 2021-XX

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Public Safety Contractor Administrator

Department Head Approval:
Abdul R. Ahmad
Fire Chief

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Resolution 2021-XX_Designate and Authorize City Officials

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/20/21 5:06 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/20/21 7:27 PM

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RESCINDING RESOLUTION NO. 2020-07 AND DESIGNATING AND AUTHORIZING CERTAIN CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR THE PURPOSES OF OBTAINING FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUB-GRANTED THROUGH THE STATE OF CALIFORNIA.

WHEREAS, the City Council of the City of Moreno Valley heretofore adopted Resolution NO. 2020-07 designating and authorizing certain City officials to execute said applications and documents; and

WHEREAS, the California Governor’s Office of Emergency Services has required that the Moreno Valley City Council update Resolution No. 2020-07 in order to be eligible to apply for and receive federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

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

- 1. That the City Manager, Assistant City Manager, Public Works Director/City Engineer, or Fire Chief is hereby authorized to execute for and on behalf of the City of Moreno Valley, a local government established under the laws of the State of California, applications and other related documents for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

2. 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.

3. Repeal of Conflicting Provisions.

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

Resolution No. 2021-XX
Date Adopted: _____, 2021

Attachment: Resolution 2021-XX_Designate and Authorize City Officials (4410 : ADOPT RESOLUTION NO. 2021-XX DESIGNATING AND

4. Effective Date.

That this Resolution shall take effect upon its adoption.

5. Certification.

That the City Clerk shall certify to the passage of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this ___ day of _____, 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2021-XX²
Date Adopted: _____, 2021

Attachment: Resolution 2021-XX_Designate and Authorize City Officials (4410 : ADOPT RESOLUTION NO. 2021-XX DESIGNATING AND

RESOLUTION JURAT

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

I, Patricia Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2021-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ___ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2021-XX³
Date Adopted: _____, 2021

Attachment: Resolution 2021-XX_Designate and Authorize City Officials (4410 : ADOPT RESOLUTION NO. 2021-XX DESIGNATING AND



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: June 1, 2021

TITLE: APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES (AGMT. NO. 2021-XXX)

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Emergency Management, Rescue, and Medical Emergency Services.
2. Authorize the Mayor or designee to execute the Cooperative Agreement.

SUMMARY

Since incorporation, the City of Moreno Valley has received fire protection, rescue and medical emergency services through a Cooperative Agreement with the Riverside County Fire Department. This Agreement has been renewed on nine separate occasions: 1990, 1993, 1997, 2002, 2009, 2013, 2016, 2018, and 2019. The current Agreement between the City and the County expires on June 30, 2021 and pursuant to Section IV (B), the City notified the County of Riverside of its intent to enter into a new agreement.

This agreement is being presented April 20, 2021 to the Public Safety Subcommittee, at which time it is anticipated that it will be reviewed and recommended to be presented to City Council for approval.

DISCUSSION

The Fire Department operates seven fire stations and a Fire Prevention Bureau that provides fire suppression and protection, fire prevention, rescue, emergency medical services, and hazardous materials response services to the City. The equipment utilized by the Department includes seven engines and one truck company, one urban search and rescue, one medic squad, and has the versatility to respond to both urban and rural emergency conditions.

Through a Cooperative Agreement for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services with the Riverside County Fire Department, the City has access to additional emergency equipment such as brush engines, firefighting aircraft, hazardous materials units, fire crews and breathing support units as part of a regional, integrated, cooperative fire protection organization.

As directed in the Cooperative Agreement, the Fire Department’s estimated budget allocation for the five (5) year term is as follows:

FY2021/2022	\$20,767,291
FY2022/2023	\$21,805,416
FY2023/2024	\$22,766,709
FY2024/2025	\$23,840,880
FY2025/2024	\$24,967,995

This estimated annual costs are for fire protection and fire prevention services. The estimated annual cost increase outlined in the Cooperative Agreement is averaged at 4.35% each year, when compared to the FY 2020/21 revised budget estimate of \$19,987,963. The primary cost increases reflect estimated increases in the CAL Fire state rate and support services costs which include Administrative/Operational, Fleet Support, Communications, and Hazmat.

Following approval by the City Council as well as the County Board of Supervisors, the agreement would be effective from July 1, 2021 through June 30, 2026.

The significant provisions of the Agreement are presented below. Notes which compare terms with the current contract are also provided:

Provision	Current Agreement	Proposed Agreement	Notes
Staffing – Operations (Provided by County)	75	75	(2) Battalion Chief’s; (21) Fire Captains’; (24) Engineers; (28) Fire Fighter II’s
Staffing – Fire Prevention	8	8	Fire Marshal; Fire Safety

(Provided by County)			Supervisor/Asst. Fire Marshal; Fire Safety Specialist; Fire Systems Inspectors (5)
Stations	7	7	No Change
Squad/Engines/Truck Company	1/7/1	1/7/1	No Change
Fire Engine Use Agreement	Yes	Yes	No Change
Agreement Term	2 years; 7/1/19-6/30/21 1 year prior to expiration notice requested to renew contract.	5 year; 7/1/21-6/30/26 1 year prior to expiration notice requested to renew contract.	Prior year agreement was only 2 years to bring in line with the City's budget cycle. The terms of this agreement have been extended to 5 years
Emergency Management Exhibit	The details of the services provided by the Emergency Management Department are now separately outlined in a separate exhibit to the Fire Services Agreement..	The details of the services provided by the Emergency Management will no longer be captured as part of the fire services agreement. The City will need to enter into a separate agreement with EMD for services.	This service was previously included as part of the fire services cooperative agreement as Exhibit E, which has since been removed
Termination	In accordance with Government Code § 55603.5	In accordance with Government Code § 55603.5	No Change
Salary or Expense Changes	City not obliged to expend or appropriate any sum in excess of Exhibit "A" for changes due to action of	City is obliged to expend or appropriate any sum in excess of Exhibit "A" for changes due to action of	No impact. If City does not fund cost increases, County retains

	Legislature, CALFIRE or public agency with authority to direct changes. If City does not agree to make funds available, County shall have right to reduce services.	Legislature, CALFIRE or public agency with authority to direct changes. If City does not make funds available, County shall have right to reduce services.	right to reduce services accordingly (as in previous contract).
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ALTERNATIVES

1. Renew the existing Cooperative Agreement between the City of Moreno Valley and the Riverside County Fire Department to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services. *Staff recommends this option to continue provision of service in cooperation with the County of Riverside.*
2. Do not renew the existing Cooperative Agreement between the City of Moreno Valley and the Riverside County Fire Department to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services. *Staff does not recommend this action.*

FISCAL IMPACT

The Fire services cooperative agreement enables delivery of fire services in Moreno Valley. Based on preliminary fire cost estimates, the City’s adopted budget appropriated \$22.1 million in FY 2021/22 and \$23 million in FY 2022/23 to fund fire services, which also includes costs outside of the contract allocations above. Budget for the remain 3-years will be allocated during the City’s budget process. There will be no additional budget adjustments requested at this time.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Public Safety Contracts Administrator

Department Head Approval:
Abdul Ahmad
Fire Chief

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. Exhibit A - 22Moreno Valley 5yrs
- 2. MORENO VALLEY Cooperative Agreement 07012021-06302026 20210326
- 3. Exhibit C - Moreno Valley 20210701 - Final
- 4. Exhibit D - Moreno Valley 20210701 - Final

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/14/21 8:50 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 3:02 PM

EXHIBIT "A"
TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF MORENO VALLEY
DATED JULY 1, 2021 FOR FY2021/2022 THRU FY2025/2026

Attachment: Exhibit A - 22Moreno Valley 5yrs (4328 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

CITY BUDGETED COST ESTIMATE

FISCAL YEAR 2021/2022	\$20,767,291
FISCAL YEAR 2022/2023	\$21,805,416
FISCAL YEAR 2023/2024	\$22,766,709
FISCAL YEAR 2024/2025	\$23,840,880
FISCAL YEAR 2025/2026	\$24,967,995
TOTAL CITY BUDGET ESTIMATE FOR FY2021/2022 THRU FY2025/2026	<u>\$114,148,292</u>

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF MORENO VALLEY
DATED JULY 1, 2021 FOR FY2021/2022

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS			
STA. #2	450,542	2	198,282	1	226,431	1	399,919	2	1,275,175	6
(Truck)	337,907	1.5	594,846	3	521,493	3	599,879	3	2,054,125	10.1
STA. #6	450,542	2	396,564	2			399,919	2	1,247,026	6
(Squad)			198,282	1	226,431	1	599,879	3	1,024,592	5
STA. #48	450,542	2	396,564	2			399,919	2	1,247,026	6
STA. #58	450,542	2	396,564	2			399,919	2	1,247,026	6
STA. #65	450,542	2	396,564	2			399,919	2	1,247,026	6
STA. #91	450,542	2	198,282	1	226,431	1	399,919	2	1,275,175	6
STA. #99	450,542	2	396,564	2			399,919	2	1,247,026	6
Fixed Relief	450,542	2	396,564	2			399,919	2	1,247,026	6
Vac. Relief - Engine	225,271	1	254,658	1	594,846	3	399,919	2	1,474,695	7
Vac. Relief - Truck		*0							0	1.5
Vac. Relief - Squad							199,960	1	199,960	1
SUBTOTAL	4,167,516	254,658	4,163,925	679,293	521,493	4,998,992			14,785,878	
SUBTOTAL STAFF	20	1	21	3.0	3	25				73
BATTALION CHIEF				263,060	each				526,119	2
DEPUTY FIRE MARSHAL (PCN 123496)				179,773	each				179,773	1
FIRE SAFETY SUPERVISOR (123832)				173,935	each				173,935	1
FIRE SAFETY SPECIALIST (PCN 123824)				161,564	each				161,564	1
FIRE SYSTEMS INSPECTOR (PCN 123825,123826,123827, 123828, 123829)				141,812	each				709,062	5
SUBTOTAL									1,750,454	83
ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)										
Administrative/Operational (Schedule A)				16,082	per assigned Staff **				1,206,169	75
Volunteer Program (Schedule B)				5,504	Per Entity Allocation				5,504	1
Medic Program (Schedule C)			10,648	Medic FTE and	1,370	per Defib			321,117	29
ECC Support (Schedule E)			28.12	per Call and	18,529	per Station			668,007	
Fleet Support (Schedule F)				65,330	per Fire Suppression Equip				457,313	7
Comm/IT Support (Schedule G)			41.21	per Call and	27,160	per Station			979,034	
Hazmat Support (Schedule I)			1,096	per Call and	4,468	per Station			74,805	
SUPPORT SERVICES SUBTOTAL									3,711,949	
DIRECT CHARGES									265,261	
FIRE ENGINE USE AGREEMENT				36,250	each engine				253,750	7
TOTAL STAFF COUNT										75
TOTAL ESTIMATED CITY BUDGET									\$20,767,291	

(**PCA 37135 ~ 3 FC split funded with the County)

7	Fire Stations	75.0	Assigned Staff
19,146	Number of Calls	0.00	Battalion Chief Support
29	Assigned Medic FTE	** 75.00	Total Assigned Staff
9	Monitors/Defibs		
7	Hazmat Stations		
38	Number of Hazmat Calls		

Attachment: Exhibit A - 22Moreno Valley 5yrs (4328 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- | | |
|-----------------|------------------------|
| Finance | Procurement |
| Training | Emergency Services |
| Data Processing | Fire Fighting Equip. |
| Accounting | Office Supplies/Equip. |
| Personnel | |

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 21/22 POSITION SALARIES TOP STEP (per assumptions below)

316,514	DEPUTY CHIEF	36,250	FIRE ENGINE
312,336	DIV CHIEF	16,082	SRVDEL
263,060	BAT CHIEF	5,504	VOL DEL
225,271	CAPT	10,648	MEDIC FTE
254,658	CAPT MEDIC	1,370	MEDIC MONITORS/DEFIBS REPLACEMENT
198,282	ENG	78,644	BATT DEL
226,431	ENG/MEDIC	18,529	ECC STATION
173,831	FF II	28.12	ECC CALLS
199,960	FF II/MEDIC	65,330	FLEET SUPPORT
173,935	FIRE SAFETY SUPERVISOR	27,160	COMM/IT STATION
161,564	FIRE SAFETY SPECIALIST	41.21	COMM/IT CALLS
141,812	FIRE SYSTEMS INSPECTOR	1,442	FACILITY STATION
83,148	OFFICE ASSISTANT III	418.92	FACILITY FTE
94,600	SECRETARY I	4,468	HAZMAT STATION
179,773	COUNTY DEPUTY FIRE MARSHAL	1,095.74	HAZMAT CALLS
		1,891	HAZMAT VEHICLE REPLACEMENT

***Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Estimated Support Services based on assumptions above.

FY 21/22 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

Attachment: Exhibit A - 22Moreno Valley 5yrs (4328 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
 FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
 MEDICAL EMERGENCY FOR THE CITY OF MORENO VALLEY
 DATED JULY 1, 2021 FOR FY2022/2023

**See notation below for estimate assumptions*

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA. #2	473,069	2			208,196	1	237,752	1			419,915	2	1,338,933	6
(Truck)	354,802	1.5			624,589	3			547,568	3	629,873	3	2,156,831	10
STA. #6	473,069	2			416,393	2					419,915	2	1,309,377	6
(Squad)					208,196	1	237,752	1			629,873	3	1,075,822	5
STA. #48	473,069	2			416,393	2					419,915	2	1,309,377	6
STA. #58	473,069	2			416,393	2					419,915	2	1,309,377	6
STA. #65	473,069	2			416,393	2					419,915	2	1,309,377	6
STA. #91	473,069	2			208,196	1	237,752	1			419,915	2	1,338,933	6
STA. #99	473,069	2			416,393	2					419,915	2	1,309,377	6
Fixed Relief	473,069	2			416,393	2					419,915	2	1,309,377	6
Vac. Relief - Engine	236,535	1	267,391	1	624,589	3					419,915	2	1,548,430	7
Vac. Relief - Truck		*0	1.5										0	1.
Vac. Relief - Squad											209,958	1	209,958	1
SUBTOTAL	4,375,892		267,391		4,372,122		713,257		547,568		5,248,942		15,525,172	
SUBTOTAL STAFF	20		1		21		3.0		3		25		7	
BATTALION CHIEF							276,213	each					552,425	2
DEPUTY FIRE MARSHAL (PCN 123496)							192,537	each					192,537	1
FIRE SAFETY SUPERVISOR (123832)							186,284	each					186,284	1
FIRE SAFETY SPECIALIST (PCN 123824)							173,035	each					173,035	1
FIRE SYSTEMS INSPECTOR (PCN 123825,123826,123827, 123828, 123829)							151,881	each					759,405	5
SUBTOTAL													1,863,687	8
ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)														
Administrative/Operational (Schedule A)							16,886	per assigned Staff **					1,266,477	7
Volunteer Program (Schedule B)							5,779	Per Entity Allocation					5,779	1
Medic Program (Schedule C)					11,180	Medic FTE and		1,439	per Defib				337,173	2
ECC Support (Schedule E)					29.52	per Call and		19,455	per Station				701,407	
Fleet Support (Schedule F)							68,597	per Fire Suppression Equip					480,179	7
Comm/IT Support (Schedule G)					43.27	per Call and		28,518	per Station				1,027,986	
Hazmat Support (Schedule I)					1,151	per Call and		4,691	per Station				78,545	
SUPPORT SERVICES SUBTOTAL													3,897,546	
DIRECT CHARGES													265,261	
FIRE ENGINE USE AGREEMENT							36,250	each engine					253,750	7
TOTAL STAFF COUNT														7!
TOTAL ESTIMATED CITY BUDGET													\$21,805,416	

(**PCA 37135 ~ 3 FC split funded with the County)

7	Fire Stations	75.0	Assigned Staff
19,146	Number of Calls	0.00	Battalion Chief Support
29	Assigned Medic FTE	** 75.00	Total Assigned Staff
9	Monitors/Defibs		
7	Hazmat Stations		
38	Number of Hazmat Calls		

Attachment: Exhibit A - 22Moreno Valley 5yrs (4328 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- | | |
|-----------------|------------------------|
| Finance | Procurement |
| Training | Emergency Services |
| Data Processing | Fire Fighting Equip. |
| Accounting | Office Supplies/Equip. |
| Personnel | |

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 22/23 POSITION SALARIES TOP STEP (per assumptions below)

332,340	DEPUTY CHIEF	36,250	FIRE ENGINE
327,953	DIV CHIEF	16,886	SRVDEL
276,213	BAT CHIEF	5,779	VOL DEL
236,535	CAPT	11,180	MEDIC FTE
267,391	CAPT MEDIC	1,439	MEDIC MONITORS/DEFIBS REPLACEMENT
208,196	ENG	82,576	BATT DEL
237,752	ENG/MEDIC	19,455	ECC STATION
182,523	FF II	29.52	ECC CALLS
209,958	FF II/MEDIC	68,597	FLEET SUPPORT
186,284	FIRE SAFETY SUPERVISOR	28,518	COMM/IT STATION
173,035	FIRE SAFETY SPECIALIST	43.27	COMM/IT CALLS
151,881	FIRE SYSTEMS INSPECTOR	1,514	FACILITY STATION
89,051	OFFICE ASSISTANT III	439.86	FACILITY FTE
101,317	SECRETARY I	4,691	HAZMAT STATION
192,537	COUNTY DEPUTY FIRE MARSHAL	1,150.52	HAZMAT CALLS
		1,986	HAZMAT VEHICLE REPLACEMENT

***Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY21/22.

FY 22/23 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
 FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
 MEDICAL EMERGENCY FOR THE CITY OF MORENO VALLEY
 DATED JULY 1, 2021 FOR FY2023/2024

**See notation below for estimate assumptions*

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA. #2	496,723	2			218,606	1	249,640	1			440,911	2	1,405,880	6
(Truck)	372,542	1.5			655,818	3			574,946	3	661,367	3	2,264,673	10
STA. #6	496,723	2			437,212	2					440,911	2	1,374,846	6
(Squad)					218,606	1	249,640	1			661,367	3	1,129,613	5
STA. #48	496,723	2			437,212	2					440,911	2	1,374,846	6
STA. #58	496,723	2			437,212	2					440,911	2	1,374,846	6
STA. #65	496,723	2			437,212	2					440,911	2	1,374,846	6
STA. #91	496,723	2			218,606	1	249,640	1			440,911	2	1,405,880	6
STA. #99	496,723	2			437,212	2					440,911	2	1,374,846	6
Fixed Relief	496,723	2			437,212	2					440,911	2	1,374,846	6
Vac. Relief - Engine	248,361	1	280,761	1	655,818	3					440,911	2	1,625,852	7
Vac. Relief - Truck		*0		1.5									0	1.
Vac. Relief - Squad											220,456	1	220,456	1
SUBTOTAL	4,594,686		280,761		4,590,728		748,920		574,946		5,511,389		16,301,430	
SUBTOTAL STAFF	20		1		21		3.0		3		25		7.	
BATTALION CHIEF							290,023	each					580,046	2
DEPUTY FIRE MARSHAL (PCN 123496)							187,036	each					187,036	1
FIRE SAFETY SUPERVISOR (123832)							180,962	each					180,962	1
FIRE SAFETY SPECIALIST (PCN 123824)							168,091	each					168,091	1
FIRE SYSTEMS INSPECTOR (PCN 123825,123826,123827, 123828, 123829)							147,542	each					737,708	5
SUBTOTAL													1,853,844	8
ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)														
Administrative/Operational (Schedule A)							17,731	per assigned Staff **					1,329,801	7.
Volunteer Program (Schedule B)							6,068	Per Entity Allocation					6,068	1
Medic Program (Schedule C)					11,739	Medic FTE and		1,511	per Defib				354,032	2
ECC Support (Schedule E)					31.00	per Call and		20,428	per Station				736,477	
Fleet Support (Schedule F)							72,027	per Fire Suppression Equip					504,188	7
Comm/IT Support (Schedule G)					45.43	per Call and		29,944	per Station				1,079,385	
Hazmat Support (Schedule I)					1,208	per Call and		4,926	per Station				82,473	
SUPPORT SERVICES SUBTOTAL													4,092,424	
DIRECT CHARGES													265,261	
FIRE ENGINE USE AGREEMENT							36,250	each engine					253,750	7
TOTAL STAFF COUNT														7!
TOTAL ESTIMATED CITY BUDGET													\$22,766,709	

(**PCA 37135 ~ 3 FC split funded with the County)

7	Fire Stations	75.0	Assigned Staff
19,146	Number of Calls	0.00	Battalion Chief Support
29	Assigned Medic FTE	** 75.00	Total Assigned Staff
9	Monitors/Defibs		
7	Hazmat Stations		
38	Number of Hazmat Calls		

Attachment: Exhibit A - 22Moreno Valley 5yrs (4328 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- | | |
|-----------------|------------------------|
| Finance | Procurement |
| Training | Emergency Services |
| Data Processing | Fire Fighting Equip. |
| Accounting | Office Supplies/Equip. |
| Personnel | |

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 23/24 POSITION SALARIES TOP STEP (per assumptions below)

348,957	DEPUTY CHIEF	36,250	FIRE ENGINE
344,350	DIV CHIEF	17,731	SRVDEL
290,023	BAT CHIEF	6,068	VOL DEL
248,361	CAPT	11,739	MEDIC FTE
280,761	CAPT MEDIC	1,511	MEDIC MONITORS/DEFIBS REPLACEMENT
218,606	ENG	86,705	BATT DEL
249,640	ENG/MEDIC	20,428	ECC STATION
191,649	FF II	31.00	ECC CALLS
220,456	FF II/MEDIC	72,027	FLEET SUPPORT
180,962	FIRE SAFETY SUPERVISOR	29,944	COMM/IT STATION
168,091	FIRE SAFETY SPECIALIST	45.43	COMM/IT CALLS
147,542	FIRE SYSTEMS INSPECTOR	1,590	FACILITY STATION
86,507	OFFICE ASSISTANT III	461.86	FACILITY FTE
98,422	SECRETARY I	4,926	HAZMAT STATION
187,036	COUNTY DEPUTY FIRE MARSHAL	1,208.05	HAZMAT CALLS
		2,085	HAZMAT VEHICLE REPLACEMENT

***Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY22/23

FY 23/24 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF MORENO VALLEY DATED JULY 1, 2021 FOR FY2024/2025

*See notation below for estimate assumptions

Table with columns: CAPTAINS, CAPTAIN MEDICS, ENGINEERS, ENGINEER MEDICS, FF II, FFII MEDICS, TOTALS. Rows include STA. #2, STA. #6, STA. #48, STA. #58, STA. #65, STA. #91, STA. #99, Fixed Relief, Vac. Relief - Engine, Vac. Relief - Truck, Vac. Relief - Squad, SUBTOTAL, BATTALION CHIEF, DEPUTY FIRE MARSHAL, FIRE SAFETY SUPERVISOR, FIRE SAFETY SPECIALIST, FIRE SYSTEMS INSPECTOR, ESTIMATED SUPPORT SERVICES, SUPPORT SERVICES SUBTOTAL, DIRECT CHARGES, FIRE ENGINE USE AGREEMENT, TOTAL STAFF COUNT, TOTAL ESTIMATED CITY BUDGET.

(**PCA 37135 ~ 3 FC split funded with the County)

Summary table with columns: Quantity, Description, Rate, Total. Rows: 7 Fire Stations (75.0 Assigned Staff), 19,146 Number of Calls (0.00 Battalion Chief Support), 29 Assigned Medic FTE (** 75.00 Total Assigned Staff), 9 Monitors/Defibs, 7 Hazmat Stations, 38 Number of Hazmat Calls.

Attachment: Exhibit A - 22Moreno Valley 5yrs (4328 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- | | |
|-----------------|------------------------|
| Finance | Procurement |
| Training | Emergency Services |
| Data Processing | Fire Fighting Equip. |
| Accounting | Office Supplies/Equip. |
| Personnel | |

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 24/25 POSITION SALARIES TOP STEP (per assumptions below)

366,405	DEPUTY CHIEF	36,250	FIRE ENGINE
361,568	DIV CHIEF	18,617	SRVDEL
304,524	BAT CHIEF	6,372	VOL DEL
260,779	CAPT	12,326	MEDIC FTE
294,799	CAPT MEDIC	1,586	MEDIC MONITORS/DEFIBS REPLACEMENT
229,536	ENG	91,040	BATT DEL
262,122	ENG/MEDIC	21,450	ECC STATION
201,231	FF II	32.55	ECC CALLS
231,478	FF II/MEDIC	75,628	FLEET SUPPORT
184,581	FIRE SAFETY SUPERVISOR	31,442	COMM/IT STATION
171,453	FIRE SAFETY SPECIALIST	47.70	COMM/IT CALLS
150,492	FIRE SYSTEMS INSPECTOR	1,669	FACILITY STATION
88,237	OFFICE ASSISTANT III	484.95	FACILITY FTE
100,390	SECRETARY I	5,172	HAZMAT STATION
190,777	COUNTY DEPUTY FIRE MARSHAL	1,268.45	HAZMAT CALLS
		2,189	HAZMAT VEHICLE REPLACEMENT

***Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY23/24

FY 24/25 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
 FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
 MEDICAL EMERGENCY FOR THE CITY OF MORENO VALLEY
 DATED JULY 1, 2021 FOR FY2025/2026

**See notation below for estimate assumptions*

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA. #2	547,637	2			241,013	1	275,228	1			486,105	2	1,549,983	6
(Truck)	410,728	1.5			723,040	3			633,878	3	729,157	3	2,496,802	10
STA. #6	547,637	2			482,026	2					486,105	2	1,515,768	6
(Squad)					241,013	1	275,228	1			729,157	3	1,245,398	5
STA. #48	547,637	2			482,026	2					486,105	2	1,515,768	6
STA. #58	547,637	2			482,026	2					486,105	2	1,515,768	6
STA. #65	547,637	2			482,026	2					486,105	2	1,515,768	6
STA. #91	547,637	2			241,013	1	275,228	1			486,105	2	1,549,983	6
STA. #99	547,637	2			482,026	2					486,105	2	1,515,768	6
Fixed Relief	547,637	2			482,026	2					486,105	2	1,515,768	6
Vac. Relief - Engine	273,818	1	309,539	1	723,040	3					486,105	2	1,792,501	7
Vac. Relief - Truck		*0	1.5										0	1.
Vac. Relief - Squad											243,052	1	243,052	1
SUBTOTAL	5,065,642		309,539		5,061,277		825,685		633,878		6,076,307		17,972,327	
SUBTOTAL STAFF	20		1		21		3.0		3		25		7	
BATTALION CHIEF							319,751	each					639,501	2
DEPUTY FIRE MARSHAL (PCN 123496)							194,592	each					194,592	1
FIRE SAFETY SUPERVISOR (123832)							188,273	each					188,273	1
FIRE SAFETY SPECIALIST (PCN 123824)							174,882	each					174,882	1
FIRE SYSTEMS INSPECTOR (PCN 123825,123826,123827, 123828, 123829)							153,502	each					767,512	5
SUBTOTAL													1,964,760	8
ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)														
Administrative/Operational (Schedule A)							19,548	per assigned Staff **					1,466,106	7
Volunteer Program (Schedule B)							6,690	Per Entity Allocation					6,690	1
Medic Program (Schedule C)					12,942	Medic FTE and		1,666	per Defib				390,320	2
ECC Support (Schedule E)					34.17	per Call and		22,522	per Station				811,966	
Fleet Support (Schedule F)							79,410	per Fire Suppression Equip					555,867	7
Comm/IT Support (Schedule G)					50.08	per Call and		33,014	per Station				1,190,022	
Hazmat Support (Schedule I)					1,332	per Call and		5,431	per Station				90,926	
SUPPORT SERVICES SUBTOTAL													4,511,897	
DIRECT CHARGES													265,261	
FIRE ENGINE USE AGREEMENT							36,250	each engine					253,750	7
TOTAL STAFF COUNT														71
TOTAL ESTIMATED CITY BUDGET													\$24,967,995	

(**PCA 37135 ~ 3 FC split funded with the County)

7	Fire Stations	75.0	Assigned Staff
19,146	Number of Calls	0.00	Battalion Chief Support
29	Assigned Medic FTE	** 75.00	Total Assigned Staff
9	Monitors/Defibs		
7	Hazmat Stations		
38	Number of Hazmat Calls		

Attachment: Exhibit A - 22Moreno Valley 5yrs (4328 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- | | |
|-----------------|------------------------|
| Finance | Procurement |
| Training | Emergency Services |
| Data Processing | Fire Fighting Equip. |
| Accounting | Office Supplies/Equip. |
| Personnel | |

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 25/26 POSITION SALARIES TOP STEP (per assumptions below)

384,725	DEPUTY CHIEF	36,250	FIRE ENGINE
379,646	DIV CHIEF	19,548	SRVDEL
319,751	BAT CHIEF	6,690	VOL DEL
273,818	CAPT	12,942	MEDIC FTE
309,539	CAPT MEDIC	1,666	MEDIC MONITORS/DEFIBS REPLACEMEN
241,013	ENG	95,592	BATT DEL
275,228	ENG/MEDIC	22,522	ECC STATION
211,293	FF II	34.17	ECC CALLS
243,052	FF II/MEDIC	79,410	FLEET SUPPORT
188,273	FIRE SAFETY SUPERVISOR	33,014	COMM/IT STATION
174,882	FIRE SAFETY SPECIALIST	50.08	COMM/IT CALLS
153,502	FIRE SYSTEMS INSPECTOR	1,753	FACILITY STATION
90,002	OFFICE ASSISTANT III	509.20	FACILITY FTE
102,398	SECRETARY I	5,431	HAZMAT STATION
194,592	COUNTY DEPUTY FIRE MARSHAL	1,331.87	HAZMAT CALLS
		2,299	HAZMAT VEHICLE REPLACEMENT

***Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY24/25

FY 25/26 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY"), and the City of Moreno Valley a duly created city (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE"), to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter referred to as "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his/her designee (hereinafter referred to as "Chief"), shall represent COUNTY and CITY during the period of this Agreement, and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison (hereinafter referred to as "Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

Attachment: MORENO VALLEY Cooperative Agreement 07012021-06302026 20210326 (4328 : APPROVE THE COOPERATIVE AGREEMENT

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit “A” for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY–requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit “A,” CITY shall provide one hundred twenty (120) days written notice of the proposed requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY’s request to reduce services below the COUNTY Board of Supervisors–approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit “A,” on a quarterly basis. The COUNTY is mandated per Government Code section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit “A” made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit “A.” The CITY is obligated to expend or appropriate any sum in excess of Exhibit “A” increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit “A” as a result of action by the Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" or Exhibit "C" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" or "C" on behalf of CITY.

F. N/A [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshal Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this Agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge, up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Two Thousand Fifty-Five Dollars (\$2,055) per day or Fourteen Thousand Three Hundred Eighty-Four Dollars (\$14,384) per week.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code section 13146.3 at a cost to the owner as outlined in COUNTY Ordinance No. 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2021, to June 30, 2026.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the term of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code sections 13051 and 13054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, Riverside County Ordinance No. 787, section 5.E.2., and California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150, et seq., as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case, CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion

the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Moreno Valley from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities,

claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours. COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (E.g., Gov. Code, §8546.7).

B. Each party shall bear its own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue

at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

SECTION XIV: ATTORNEYS' FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF MORENO VALLEY
City Manager
City of Moreno Valley
Post Office Box 88005
Moreno Valley, CA 92552-0805

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or

facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

Attachment: MORENO VALLEY Cooperative Agreement 07012021-06302026 20210326 (4328 : APPROVE THE COOPERATIVE AGREEMENT

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF MORENO VALLEY

Dated: _____

By: _____
Yxstian Gutierrez, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Pat Jacquez-Nares, City Clerk

By: _____
Steve Quintanilla, Interim City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

KECIA HARPER
Clerk of the Board

By: _____
Deputy

By: _____
MELISSA R. CUSHMAN
Deputy County Counsel

(SEAL)

F:\data\RRU County Finance\Contract Cities\COOPERATIVE AGREEMENT\TEMPLATE\COOPERATIVE AGREEMENTS\TEMPLATE COOPERATIVE AGREEMENT 20210201.docx

Attachment: MORENO VALLEY Cooperative Agreement 07012021-06302026 20210326 (4328 : APPROVE THE COOPERATIVE AGREEMENT

EXHIBIT "C"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY MORENO VALLEY
DATED JULY 1, 2021

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 2

Engine E2, RCO No. 15-836 \$ 36,250.00

Station 6

Engine E6, RCO No. 19-802 \$ 36,250.00

Station 48

Engine E48, RCO No. 07-883 \$ 36,250.00

Station 58

Engine E58, RCO No. 08-868 \$ 36,250.00

Station 65

Engine E65, RCO No. 10-802 \$ 36,250.00

Station 91

Engine E91, RCO No. 15-842 \$ 36,250.00

Station 99

Engine E99, RCO No. 12-822 \$ 36,250.00

\$ 252,750.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

Attachment: Exhibit C - Moreno Valley 20210701 - Final (4328 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$725,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

EXHIBIT "D"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY
DATED JULY 1, 2021**

**PAYMENT FOR ADDITIONAL SERVICES
OFFICE OF THE FIRE MARSHAL AGREEMENT**

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers

Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:

- Vehicle and regular maintenance
- Training
- Office space, furniture, Code & Standard reference books, and general & field supplies

- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Exhibit and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: June 1, 2021

TITLE: MAYORAL APPOINTMENTS TO THE VARIOUS BOARDS AND COMMISSIONS, AND CITY COUNCIL COMMITTEE PARTICIPATION

RECOMMENDED ACTION

Recommendation:

1. Receive and confirm the slate of Mayoral appointments as follows:

EMERGING LEADERS COUNCIL

<u>Name</u>	<u>Position</u>	<u>Term</u>
Kassandra Morin	TBD at ELC Meeting	Ending 05/31/23
Mumtahina Tajrian	TBD at ELC Meeting	Ending 05/31/23
Ashley Beltran Munoz	TBD at ELC Meeting	Ending 05/31/23
Pooja Datir	TBD at ELC Meeting	Ending 05/31/23
Aashish Palikhey	TBD at ELC Meeting	Ending 05/31/23
Nathan Van Hoang	TBD at ELC Meeting	Ending 05/31/23
Faye Boado	TBD at ELC Meeting	Ending 05/31/23
Danvy Nguyen	TBD at ELC Meeting	Ending 05/31/23
Andrea Delgado	Alternate	Ending 05/31/23
Ciara Ashley Barba	Alternate	Ending 05/31/23
Rohit Datir	Member-at-Large	Ending 05/31/23
Quinn Castellanos	Member-at-Large	Ending 05/31/23
Laura Ann Moorehead	Member-at-Large	Ending 05/31/23
Mehreen Suzaan	Member-at-Large	Ending 05/31/23

ACCESSIBILITY APPEALS BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Esther Johnson *	Member	Ending 06/30/24

LIBRARY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Mona Lisa Stallworth *	Member	Ending 06/30/24

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Christopher Melendrez *	Member	Ending 06/30/23
Cassandra Leigh Swedlund*	Member	Ending 6/30/23

PLANNING COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
JoAnn Stephan	Member	Ending 06/30/22
Ray Baker	Member	Ending 06/30/22

SENIOR CITIZENS' ADVISORY BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Cleveland Johnson	Member	Ending 06/30/24
Cynthia L. Ward *	Member	Ending 06/30/24
Robert Snyder *	Member	Ending 06/30/24

TRAFFIC SAFETY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Stella Corbalan *	Public Member	Ending 06/30/24
David Layne *	Public Member	Ending 06/30/24
Anita Robinson	Public Member	Ending 06/30/24

UTILITIES COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Bradly Stevens *	Public Member	Ending 06/30/24

* Pending successful completion of a background check

COUNCIL COMMITTEE PARTICIPATION

<u>Advisory Commission/Board/Subcommittee</u>	<u>Primary</u>	<u>Alternate</u>	<u>Term</u>
---	----------------	------------------	-------------

Arts Commission	Cabrera		Ending 12/31/21
Emerging Leaders Council	Cabrera		Ending 12/31/21
Environmental and Historical Preservation Board	Gutierrez		Ending 12/31/21
Library Commission	Baca		Ending 12/31/21
Parks, Community Services and Trails Committee	Cabrera		Ending 12/31/21
Senior Citizens' Board	Baca		Ending 12/31/21
Traffic Safety Commission	Gutierrez		Ending 12/31/21
Utilities Commission	Gutierrez		Ending 12/31/21
Economic Development Subcommittee	Gutierrez/Cabrera		Ending 12/31/21
Finance Subcommittee	Gutierrez/Cabrera		Ending 12/31/21
Citizens' Public Safety Committee	Baca		Ending 12/31/21
Public Safety Subcommittee	Baca	Gutierrez	Ending 12/31/21
Parks and Community Services Council Committee	Gutierrez/Baca		Ending 12/31/21

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. Kassandra Morin_Redacted
2. Mumtahina Tajrian_Redacted
3. Ashley Beltran Munoz_Redacted
4. Pooja Datir_Redacted
5. Aashish Palikhey_Redacted
6. Nathan Van Hoang_Redacted

- 7. Faye Boado_Redacted
- 8. Danvy Nguyen_Redacted
- 9. Andrea Delgado_Redacted
- 10. Ciara Ashley Barba_Redacted
- 11. Rohit Datir_Redacted
- 12. Quinn Castellanos_Redacted
- 13. Laura Ann Moorehead_Redacted
- 14. Mehreen Suzaan_Redacted
- 15. Esther Johnson_Redacted
- 16. Mona Lisa Stallworth_Redacted
- 17. Christopher Melendrez_Redacted
- 18. Cassandra Swedlund_Redacted
- 19. JoAnn Stephan_Redacted
- 20. Ray Baker_Redacted
- 21. Cleveland Johnson_Redacted
- 22. Cynthia L. Ward (2nd Choice)_Redacted
- 23. Robert Snyder_Redacted
- 24. Stella Corbalan_Redacted
- 25. David Layne_Redacted
- 26. Anita Robinson_Redacted
- 27. Bradly Stevens_redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/27/21 4:30 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/27/21 4:46 PM

CITY CLERK
MORENO VALLEY
RECEIVED

25 MAY -4 PM 1:35



SECTION III. APPLICANT INFORMATION

Full Name Kassandra Morin Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92555

Home Telephone N.A. Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 _____

E-Mail Address _____

Cell Phone [REDACTED] Work Phone _____

Parent/Guardian #2 _____

E-Mail Address _____

Cell Phone _____ Work Phone _____

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? Junior

What school will you be attending during the 2021-2022 school year?
California Baptist University

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
<u>SONA</u>	<u>Sept-December 2021</u>	<u>Thurs 6pm-7pm</u>
<u>College Classes</u>	<u>Sept-December 2021</u>	<u>Friday 7:00am-7:00pm</u>
<u>Work</u>	<u>Sept-Dec 2021</u>	<u>Wed/Thurs 7 to 7</u>
_____	_____	_____
_____	_____	_____



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size XXL
 Member a Large

What ELC Officer position are you applying for? Vice Chair

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I want to serve on the Emerging Leaders Council in order to engage with and educate the youth within our community.
I have served on the council before and recognize the difference the we can make it we reach out.

Describe any experience you have had that you feel has prepared you to on the Council?

In high school I was an officer in many clubs and participated in a lot of community service.
During college, I was elected to serve as the President of my nursing cohort and as an executive Board Member as the co-activities director for CBU's SONA club.

What issues would you address or activities would you plan if you were a Council Member?

Due to the recent changes because of COVID-19, we need to address a plan of action such as our yearly fair we host and how we plan on reaching students in their upcoming school year. We may need to host activities specifically to remotivate students into their school and community environments due to closures.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

One of the major issues I recognize is motivation. My brother and his friends lost their senior year due to COVID-19. A lot of students struggled with the movement to online formats which created a lot of stressors for students in our community.

We need to address this by reaching out to these students upon their return to school and hosting activities tailored to their specific needs or wants brought on through the closures such as college application workshops, community service projects, and etc.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

In my participation in the council, I hope I can be of service to the youth within our community and motivate them to get active. Participation enhances my future goals and objectives because I plan on becoming a Pediatric Nurse someday.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for _____ to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.



5/3/2021

Date

5/3/2021

Date

Parent/Guardian Signature

5/3/2021

Date

Parent/Guardian Signature

Submit Form

To whom it may concern,

This letter is a personal recommendation for Cassandra Morin. Cassandra has been working alongside me for over a year. Cassandra has demonstrated leadership, compassion and hard work. During that time, I have come to know Cassandra very well because of active involvement in work tasks and eager attitude. Cassandra has made a fine contribution to Destiny team by using a combination of academic achievement and skills she has learned in her nursing program and past work experience. Cassandra is very personable, easy to work with and is also capable of following up to ensure that the objective was properly completed.

I would highly recommend Cassandra Morrin for this leadership role. If her performance is any indication of how she'd perform, Cassandra will be a positive addition.

Sincerely,

[Redacted Signature]

Susana Stephanie Camarena, BSN

[Redacted Contact Information]

Attachment: Cassandra Morin_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



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MORENO VALLEY
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21 MAY 19 AM 11:41

SECTION III. APPLICANT INFORMATION

Full Name Mumtahina Tajrian Date of Birth [REDACTED]
 Home Address [REDACTED]
 City Moreno Valley, CALIFORNIA Zip Code 92555
 Home Telephone [REDACTED] Cell Phone [REDACTED]
 E-mail Address [REDACTED]
 Parent/Guardian #1 Saika Pervin
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone [REDACTED]
 Parent/Guardian #2 Mohammed Alam
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? College Sophomore
 What school will you be attending during the 2021-2022 school year?
University of California, Los Angeles

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
<u>College Classes</u>	<u>August-June 2022</u>	<u>All Week</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size M
 Member a Large

What ELC Officer position are you applying for? _____

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I have already been a member for about 2 years now and I enjoy giving back to my community very much. I feel like as a young individual in our changing society, it is important to represent my peers and make changes the best that I can.

Describe any experience you have had that you feel has prepared you to on the Council?

I have already had experience on the council but prior to that experience I did a summer internship at City Hall. I have participated in various extracurriculars involving public speech, and currently work seasonally as an admin. medical assistant, so I have multiple perspectives on the City, as well as professionalism.

What issues would you address or activities would you plan if you were a Council Member?

I would like to bring importance to the need for more job opportunities and internships for students in our city. I feel like if I had more of those experiences I would've been more prepared for the real world. I would also love to address health literacy, and improving our natural environments.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

One of the major issues facing young adults in this city is their lack of a skillset for soft skills, administrative duties, and any real world exposure. To alleviate this situation, I would love to brainstorm ideas on implementing classes and workshops on this so that teenagers are successful once they enter the workforce.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to simply give back to my community and create a positive and thriving environment for the young people in this city after the overwhelming year they have had. My participation will give me a wider lens and appreciation for regional government and civil participation in shaping a growing society!

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for Mumtahina Tajrian to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

[Redacted Signature]

Applicant Signature

05/18/2021

Date

[Redacted Signature]

Parent/Guardian Signature

05/18/2021

Date

[Redacted Signature]

Parent/Guardian Signature

05/18/2021

Date

Submit Form



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21 APR -7 AM 11:33

SECTION III. APPLICANT INFORMATION

Full Name Ashley Beltran Munoz Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92553

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Jessica Munoz Padilla

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

Parent/Guardian #2 Jose Beltran

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 12

What school will you be attending during the 2021-2022 school year?

Vista Del Lago High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
climate change awareness club	August-June 2021/2022	every other Thurs 1pm-2pm
GSA	August-June 2021/2022	every other Fri 1pm-2pm
NHS	August-June 2021/2022	monthly Mon 3pm-4pm
Freedom Writers	January-April 2021	Tues/Thurs 9:30am-10:10am

Attachment: Ashley Beltran Munoz_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size Small
Member a Large

What ELC Officer position are you applying for? Chair

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

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Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I want to serve as an officer so that I could have an active voice in contributing ideas and furthering our work within Moreno Valley. By gaining this influential role I can help propose and organize a variety of events to diversify and educate our community.

Describe any experience you have had that you feel has prepared you to on the Council?

I have been an active member in a local activist group (CCA EJ) for many months now, and have spoken at many community meetings. I feel these experiences have given me a taste of local government, and have made me more aware and vocal of community needs.

What issues would you address or activities would you plan if you were a Council Member?

I would address issues such as environmental justice, as well as plan activities such as contests, seminars, and community service opportunities.

Attachment: Ashley Beltran Munoz_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

One of the major issues facing teens/young adults in Moreno Valley is bullying. Bullying can take many forms, can have different causes, and often has a diverse group of victims (the LGBTQ+ community, the disabled community, etc.) I would address these issues by implementing courses in schools to raise awareness and normalize the presence of said victims.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

With this internship I hope to gain experience, insight, and reputation. I've always had an interest in local government, and even plan on majoring in political science to hopefully run for office someday. By surrounding myself with elected officials, as well as community leaders, I will have the opportunity to advocate for my community while invoking change.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

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Attachment: Ashley Beltran Munoz_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for Ashley Beltran Munoz to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

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[Redacted Signature]

Applicant Signature

03-03-2021

Date

[Redacted Signature]

Parent/Guardian Signature

03-03-2021

Date

[Redacted Signature]

Parent/Guardian Signature

03-03-2021

Date

Submit Form

Attachment: Ashley Beltran Munoz_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING

Center for Community Action and Environmental Justice



3840 Sunnyhill Drive,
Jurupa Valley, CA 92509

[REDACTED]
[REDACTED]

Mailing Address
PO Box 33124
Jurupa Valley, CA 92519
<https://www.ccaej.org/>

March 3, 2021

To whom this may concern,

It is with great enthusiasm that I write this letter of recommendation for Ashley Beltran. Ms. Beltran is an outstanding person of great work and personal etiquette and is hard working. She takes on professional tasks with a positive attitude and is a pleasure to have as a volunteer at the Center for Community Action and Environmental Justice.

Ms. Beltran has engaged in advocacy through attending city council meetings and providing public testimony to raise awareness around air quality issues in the Inland Region. She has also participated in the launch of a project that targets gas plants to lower emissions and transition to clean and renewable energy. Through my many interactions with Ashley, I have witnessed her continuous dedication, leadership, well-informed communication, and great decision making abilities.

Ms. Beltran is the founder of her own environmental justice club, and makes time to step forward and serve as a community leader for frontline communities through collaborative action, and advocacy.

Therefore, I highly encourage the Moreno Valley Recreational Center to accept Ashley Beltran into the Emerging Young Leader Council as she will excel in the challenges ahead.

Please feel free to contact me directly at [REDACTED] or via e-mail at [REDACTED]

Earnestly,

Gabriela Mendez Ulloa
Community Organizer
Center for Community Action and Environmental Justice

Attachment: Ashley Beltran Munoz_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



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SECTION III. APPLICANT INFORMATION

Full Name Pooja Datir Date of Birth [Redacted]

Home Address [Redacted]

City Moreno Valley, CALIFORNIA Zip Code 92555

Home Telephone [Redacted] Cell Phone [Redacted]

E-mail Address [Redacted]

Parent/Guardian #1 Rahul Datir

E-Mail Address [Redacted]

Cell Phone [Redacted] Work Phone _____

Parent/Guardian #2 Priti Datir

E-Mail Address [Redacted]

Cell Phone [Redacted] Work Phone _____

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 11th

What school will you be attending during the 2021-2022 school year?
Sage Oak Charter School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
None	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size Medium
 Member a Large

What ELC Officer position are you applying for? Commissioner

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

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Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I am in 10th grade right now. As a dual enrollment student, I have secured two Associate of Arts degrees at the community college.
I want to encourage high school students to take as many college courses as they can while in high school.
I will educate the high school students regarding the dual enrollment process and its benefits.

Describe any experience you have had that you feel has prepared you to on the Council?

I am involved in the Sage Oak student council activities.
I volunteer at the local dental clinic and real estate investment business. I am a Tae-Kwon-Do black belt holder.
I am a CPR Certified student. I am fluent in English, and an Indian language called Marathi.

What issues would you address or activities would you plan if you were a Council Member?

As a Council Member, I would work with High school Principals in the City to encourage dual enrollment.
I would also work with the Dean of the Moreno Valley Community college to make the admission process simple.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

Not many students enroll themselves as dual enrollment students in the community college, as the admission process is complex.

I will work towards making this process simple, similar to the Los Angeles Community College District.

Instead of waiting till the first day of the community college class, high school students need to be allowed to enroll ahead of the class start date.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to earn additional AA degrees.

Making the admission process simple will help the high school students of Moreno Valley.

My participation will enhance my leadership and communication skills.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for Pooja Datir to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

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Pooja Datir

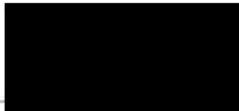


Applicant Signature

04/08/2021

Date

Rahul Datir



Parent/Guardian Signature

04/08/2021

Date

Priti Datir



Parent/Guardian Signature

04/08/2021

Date

Submit Form

April 12, 2021

Office of the Mayor
City of Moreno Valley

Re: Pooja Datir - Emerging Leaders Council

Dear Office of the Mayor,



I have known Pooja Datir since she joined our school in the fall of 2019. She is an extraordinary student and I whole-heartedly support her application to the Emerging Leaders Council of the City of Moreno Valley.

Pooja's transcript speaks for itself. She has taken a most rigorous course load including many, many community college courses and honors level courses. Pooja is slated to earn three AA degrees along with her high school diploma -- a remarkable achievement. Pooja is a diligent and dedicated student.

Pooja is also a very well-rounded student who has been a part of our Sage Oak Student Council and has volunteered at a dental clinic. She is CPR certified as well. In addition, Pooja has demonstrated dedication to her studies of Tae Kwon Do and has earned a black belt. She has also shown dedication to her study of the classical Indian dance form kathak in which she earned a certificate.

Pooja stands out as a remarkably gifted student, among the most impressive students in my career as an educator. Pooja will be an amazing addition to the Emerging Leaders program and I recommend her without reservation.

Sincerely,


Erin Havrilesky
Director, Secondary Education
Sage Oak Charter School


1473 Ford St.
Redlands, CA 92373



To Whom It May Concern:

It is my absolute pleasure to write this letter of recommendation for Pooja Datir and Rohit Datir. It has been a privilege to serve as their education advisor since July 2019. During this time, I have gotten to know the distinguished and admirable character that they both represent. Despite their young ages, I have been impressed with their maturity from day one. They have always had a clear vision of what they want to accomplish. Rather than feeling intimidated by challenges, they become inspired to tackle them with precision and determination. It is without a doubt that I enthusiastically recommend Pooja and Rohit for the city of Moreno Valley volunteer opportunities.

Pooja and Rohit have completed an incredible course load since Fall 2018. They recently have achieved two AA degrees with honors at the community college. This includes an AA in Arts and Humanities, as well as an AA in Math, Science & Computer Science. They are also planning to complete a third AA in Health Science during the Spring of 2021. They have taken a wide variety of rigorous courses at the community college such as Anatomy & Physiology, Biological Science, Chemistry, Spanish, higher level maths, etc. They have consistently achieved the Dean's Honor List and currently have a 4.0 at the community college.

At the high school level, both Pooja and Rohit have taken all honors courses. Pooja currently has a 4.88 GPA and Rohit has a 4.8 GPA. During the 19/20 school year, Pooja was accelerated from 8th to 9th grade and Rohit was accelerated from 6th to 7th grade. At the beginning of the 20/21 school year, Rohit was accelerated from 8th to 9th grade and was most recently granted acceleration from 9th to 10th grade. Both Pooja and Rohit will have met all graduation requirements by the end of the 20/21 school year.

In addition to Pooja and Rohit's academics, they are very much accomplished in extracurricular activities. Both students are Tae-Kwon-Do black belt holders. They have logged hundreds of volunteer hours collectively between their local dental clinic and their family-owned real estate investment business. Rohit is fluent in speaking English, Spanish, and Marathi. Pooja is also fluent in English and Marathi. They are both involved in our Sage Oak Student Council where leadership qualities are developed and reflected upon. They also participate as our student representatives for our Student Site Council. These meetings are a time where students work together to develop and monitor our school's goals from a student's perspective.



It is undeniable that Pooja and Rohit have an impressive resume of academics and extracurricular activities. I would have to say that the most special attribute between the two of them is their incredible character paired with their humble nature. Pooja and Rohit genuinely care about the wellbeing of others and are quick to put others first. I consider it an honor to have watched them grow into the incredible people they are today. Their hard work and dedication have gotten them to where they are, and I unequivocally recommend their participation in the city of Moreno Valley's volunteer commissions. Please feel free to reach me with the contact information found below.

Best Regards,



Rachel Weisenbach
Sage Oak Charter School- Education Advisor



Attachment: Pooja Datir_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,



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21 APR 22 PM 1:17

SECTION III. APPLICANT INFORMATION

Full Name Aashish Palikhey Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92555

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Bhupendra Palikhey

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

Parent/Guardian #2 Rukmini Shrestha

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 12th grade

What school will you be attending during the 2021-2022 school year?
Vista Del Lago High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
<u>Marching Band</u>	<u>Aug - Dec 2021</u>	<u>Sat - Whole day</u>
<u>Volleyball</u>	<u>Feb-May 2022</u>	<u>Mon-Fri 3pm-6pm</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Attachment: Aashish Palikhey_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size Medium
 Member a Large

What ELC Officer position are you applying for? _____

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I want to serve on the City's Emerging Leaders Council because it would allow me to amplify the voices of my community and aid in creating effective policies that reflect the residents of Moreno Valley. I want residents to know that their feelings are valid and the input they provide for the future of our city is needed, valued, and vital for its prosperity.

Describe any experience you have had that you feel has prepared you to on the Council?

I believe that my experience as the student body president of Vista Del Lago High School and a member of the 61st Assembly District Youth Advisory Committee have both prepared me to take on this role. As ASB president, I communicate and collaborate with various students groups, clubs, organizations, and district officials to go about planning events and building school culture. *more on 2nd sheet*

What issues would you address or activities would you plan if you were a Council Member?

There are 2 main issues that I would like to address as a member on the council: urban planning and youth recreation. When looking around the city, there is a lot of open land and potential for our city to be a vibrant and attractive destination for businesses and stimulate the local economy. This potential would be wasted if we approved too many warehouses (which also have negative environmental and health impacts) and housing projects.

more on 2nd sheet



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

One of the major problems our youth face is lacking the resources to become highly skilled workers. Warehouses provide many jobs, but those jobs can be quickly lost with the rapid integration of automation. Instead, I strongly believe that we can tackle this issue by promoting literacy, investing more in our libraries, and working closely with MVUSD to ensure ALL youth are aware of opportunities in Moreno Valley.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

Ultimately I want to make the lives of Moreno Valley residents better and empower youth to be more involved in important decisions in their local institutions (schools, government, etc.). Personally, participation will help me learn more about the inner workings of local government so I can one day serve in public office. Being part of the Emerging Leaders Council is an incredible opportunity to set me on the right path to do that.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."

#2 Describe any experience you have had that you feel has prepared you to serve on the council.

(cont.) This is similar to the work local officials do in the aspect that they must reach out and organize the community through meaningful collaboration; my involvement in my campus and community is on a smaller scale, but is based on the same principles. In addition, my work in Assemblyman Jose Medina's committee has given me valuable insight on what local government is about, all of which have prepared me to serve the council with passion and grit.

#2 Describe any experience you have had that you feel has prepared you to serve on the council.

(cont.) Also, as a booming city with lots of inhabitants moving in, it's important that the youth are being raised with plentiful opportunities to build a connection with the city. We can do this by revitalizing our current options like the mall, library, and recreation center to nurture our youth in a positive environment. I am looking forward to work with local officials on how we can work to solve these issues and make our city better for all residents.



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for Aashish Palikhey to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

Applicant Signature

4/17/2021
Date

Parent/Guardian Signature

4/17/2021
Date

Parent/Guardian Signature

4/17/2021
Date

Submit Form

Attachment: Aashish Palikhey_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



VISTA DEL LAGO HIGH SCHOOL
Gold Ribbon, Title I Achieving, US News and World Report Silver Medal School
15150 Lasselle Street
Moreno Valley, CA 92551



Phone: [Redacted] Website: vistadellago.mvusd.net; Facebook: <https://www.facebook.com/vdlhsravens/>
Mr. Erik Swanson Principal

Mrs. Stephanie Williams-Mayrant, Assistant Principal Mr. Kim A. Kruger, Assistant Principal
Dr. Anthony Rjce, Assistant Principal Vacant, AALLAC

April 14, 2021

To Whom It May Concern:

It is with pleasure and confidence that I write this letter to highlight Mr. Aashish Palikhey, an 11th Grade student at Vista del Lago High School in Moreno Valley, California. My name is Erik Swanson and I am the Principal at Vista del Lago High School. I had the distinct pleasure of meeting Aashish 2 ½ years ago when he enrolled at Vista del Lago. In first meeting Aashish, I must say that I was astonished with his maturity level, as well as his motivation with not only his schooling, but looking forward to his adult life. It was at this point I knew that Aashish was a special individual with the potential to highly achieve with all of his endeavors.

Aashish has attended Vista del Lago from 9th Grade until now. Aashish not only continues to fulfill, but exceed the requirements for high school graduation, affording him the optimal opportunity to be accepted into a prestigious university. He currently holds a cumulative GPA of a 4.562. He has completed Honors Mathematics, Honors English, Honors Bio/Chem, and AP Human Geography. He is currently enrolled in Honors Pre-Calculus, AP US History, AP Psychology and AP Language and Composition where he continues to thrive.

In addition to the above achievements, Aashish has been involved in numerous extra-curricular activities and has received multiple awards. Extra-curricular activities include: a member of our Boys Volleyball team, Vice-President of our National Honors Society, member of our Band as well as Interact Club. In addition, Aashish was selected to represent Moreno Valley Unified School District as a student member on Assemblyman Jose Medina’s 61st Assembly District Youth Advisory Committee, represents Vista del Lago as a member of the district’s LCAP committee as well as a representative on the Community Engagement Initiative with the district. As a member, and current officer in our ASB program, Aashish has developed leadership skills I have observed with very few students. Through a mentoring program with ASB and Freedom Writers Foundation, Aashish has been able to positively mentor and impact at-risk students throughout the COVID-19 pandemic. Aashish has also been selected to author a passage in the new Freedom Writers Book that will be released soon.

Even though Aashish is a well-rounded high achieving student, he is a true leader and is always available to assist others and the community. He wants everyone to feel important, and that everyone has something to offer. Through his involvement in our Jazz Band, he has been afforded the opportunity to volunteer to perform many events representing our school, district, and community. Aashish is very determined, and once his mind is set on something he will do anything possible to accomplish his goal(s). He has proven this through his academic as well as personal accomplishments throughout his educational career.

This is a snapshot of Aashish Palikhey as a student and person. I have the utmost confidence that Aashish will succeed and excel in anything that he chooses. Please consider this letter as a very strong recommendation for Mr. Aashish Palikhey. If you have any questions or would like further information in regards to Aashish please don’t hesitate to contact me at [Redacted]

Sincerely,

[Redacted Signature]

Erik Swanson, Principal, Vista del Lago High School

Attachment: Aashish Palikhey_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



CITY CLERK
MORENO VALLEY
21 APR 28 PM 5:13

SECTION III. APPLICANT INFORMATION

Full Name Nathan Van Hoang Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley CALIFORNIA Zip Code 92555

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Van Hoang

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

Parent/Guardian #2 Cuc Hoang

E-Mail Address N/A

Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 11th grade

What school will you be attending during the 2021-2022 school year?
Rancho Verde High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
Band	Aug 2021-Jan 2022	Mon,Thur: 5pm-9pm
		Sat: All Day
Karate	Jan 2021-Dec 2021	Tue 8-9pm
Martial Arts	Jan 2021-Dec 2021	Wed 8-9:30pm



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size L
 Member a Large

What ELC Officer position are you applying for? Vice Chair

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I want to serve in the Emerging Leaders Council (ELC) because I have been working with the
Moyal Parks & Recreation Center for the past 3 years and I believe I can bring my experiences to the
Emerging Leaders Council (ELC).

Describe any experience you have had that you feel has prepared you to on the Council?

I have been working for the city for the past 3 years by teaching martial arts to other students.

What issues would you address or activities would you plan if you were a Council Member?

I would provide mental health because teen have faced mental health through education, home, and difficult times.
I would like to create a program to where we can get kids and teens to stay out of trouble.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

The issue that is very common from teens is mental health.
I would like to see special events for kids and teens to help with their mental health.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

My goal is to make programs for kids and teens so they can stay out of trouble.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

Nathan Van Hoang

For the Parent/Guardian: I give permission for _____ to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

4/14/2021

Applicant Signature

Date

4-21-2021

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Submit Form

TEL: 951.413.3430
FAX: 951.243.1400
WWW.MOVAL.ORG



25075 FIR AVENUE
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

April 20, 2021

To Whom It May Concern:

Lou Holtz once stated that, "Ability is what you're capable of doing. Motivation determines what you do. Attitude determines how well you do it." This quote exemplifies Nathan Hoang. I had the opportunity to meet Nathan when he was four years old. Through his involvement with the City of Moreno Valley Parks & Community Services division, Nathan has shown perseverance and commitment to his education and to his co-curricular and extracurricular activities. Nathan has consistently demonstrated an ability to rise to any challenge that he must face as an opportunity to grow. I have seen many examples of his talent and have long been impressed by his diligence and work ethic. He is devotedly interested in the needs of his community.

Nathan has excelled in academics. He has been enrolled in AP and honors classes at his high school. Nathan is top of his class and currently holds a GPA of 4.16. He has been on the honor roll all two years in high school.

Nathan is extremely involved in his community and has devoted countless hours to community service. His outgoing personality led him to be actively involved with the youth formation program at his church. He is an active member in the National Honor Society, an academic association focused on community service. His community service has given him many opportunities to demonstrate and refine his leadership skills. Nathan is currently an instructor for the Vovinam Martial Arts classes at the Moreno Valley Recreation Center. Nathan is also a member of the award-winning marching band, the Rancho Verde Crimson Regiment who was selected to participate in the 2020 Rose Parade.

These are just a few examples of this young man's dedication. Nathan's combination of academic achievement, leadership, and personal character make him an ideal candidate for the Emerging Leaders Council. Nathan represents the best aspects of his community and I believe that he would provide a positive impact for your program. Once you meet Nathan you'll see why I am enthusiastic about him as both a student and a young citizen.

Please feel free to contact me at [REDACTED] if I can be of further assistance.

Sincerely

[REDACTED]

Rudy Rodriguez
Community Services Supervisor
City of Moreno Valley

[REDACTED]

PARKS AND COMMUNITY SERVICES DEPARTMENT
SENIOR CENTER



CITY CLERK
MORENO VALLEY
RECEIVED
21 MAY 13 PM 3:35

SECTION III. APPLICANT INFORMATION

Full Name Faye Boado Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92555

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Phina Boado

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

Parent/Guardian #2 Elpidio Boado

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 11th

What school will you be attending during the 2021-2022 school year?
Vista del Lago High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
expanded summer learning academy	June 21-July 12 2021	Mon-Thurs 7:30am-2:40 pm
<u>basketball</u>	<u>to be determined</u>	<u>to be determined</u>
<u>choir camp</u>	<u>to be determined</u>	<u>to be determined</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Attachment: Faye Boado_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size L
 Member a Large

What ELC Officer position are you applying for? Chair

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

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Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

Being in a military family and having moved to various cities over the course of my lifetime- I've come to recognize the beauty behind each city's unique history, culture, and plans for the future. I want to serve on the City's Emerging Leaders Council to help enhance what Moreno Valley offers and enrich the lives of it's residents.

Describe any experience you have had that you feel has prepared you to on the Council?

I've had the privilege of working with a few volunteer groups over the past year. I helped with the Stop Asian Hate rally in Palo Alto with 8by8 and Students Against Covid initiatives. Currently I'm a high school liaison with Dweebs Global and I'm a teen programming assistant (TPA) at the Moreno Public Libraries. All the positions I've held have prepared me for the ELC by teaching me how to recognize people's needs and providing me experiences on how I can increase the social welfare of others.

What issues would you address or activities would you plan if you were a Council Member?

I'm passionate about psychology and neuroscience which is why mental health issues as well as serving the disability community hold a very special place in my heart. If I were council member I would try to plan many activities that promote inclusiveness and unity.

I've heard about the recent opening for the teen S.P.O.T. I think it's an amazing program and I would focus a lot of my efforts on making sure it becomes successful and full of opportunities for teens- no mater what their interest may be.

Some ideas I have if I were to join ELC is a teen tech week, a photography class, lounge nights, etc.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

I think some of the major issues teens and young adults face is mental health problems and engaging in risky behavior i.e drug/substance use, violence, and inadequate physical activity.

One of the ways I would address this problem is creating more resources and programs that support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, and provide a safe and supportive environment for teens and young adults. It's also important to make sure that teenagers and young adults *know* about the programs that are already established for them.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope that my time on the ELC will make a lasting positive difference, inspire younger kids to take initiative and find ways to serve and contribute to the Moreno Valley community, and overall-help my peers feel seen and heard.

Becoming part of the ELC will help me accomplish my goal of educating myself about my local government and help me develop my ENFJ personality traits.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

Faye Boado

For the Parent/Guardian: I give permission for _____ to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

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Applicant Signature

5/13/2021

Date

Parent/Guardian Signature

5/13/2021

Date

Parent/Guardian Signature

5/13/2021

Date

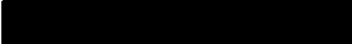
Submit Form

05-13-2021

Dear Moreno Valley City Council,

I have the honor and pleasure to recommend Faye Boado for the Emerging Leaders Council Chair. I met Faye in late March of 2021. She was one of the first volunteers in Vaccine for Me & You. She has a prime role in our organization as our social media team lead.

The ELC is looking for someone that is passionate about by giving back to their community and is not afraid to tackle big issues. Faye has demonstrated these qualities as she works hard on spreading credible information about Covid-19 and debunking misinformation through our social media. Aside from being a hard working volunteer she has shown creativity and critical thinking skills needed to solve problems quickly and efficiently. On a personal level, Faye is a young woman of strong character who has a sincere desire to make others and the world around her better. I'm grateful for her fun and authentic personality that continually motivates the team. Since day one she has been committed to helping Vaccine for Me & You grow and accomplish its mission to help vaccinate America. I have absolutely no reservations about recommending Faye Boado for the Emerging Leaders Council Chair member. I am confident that she will uphold the standards of an Emerging Leader and become a shining member in the Moreno Valley community. Please feel free to contact me

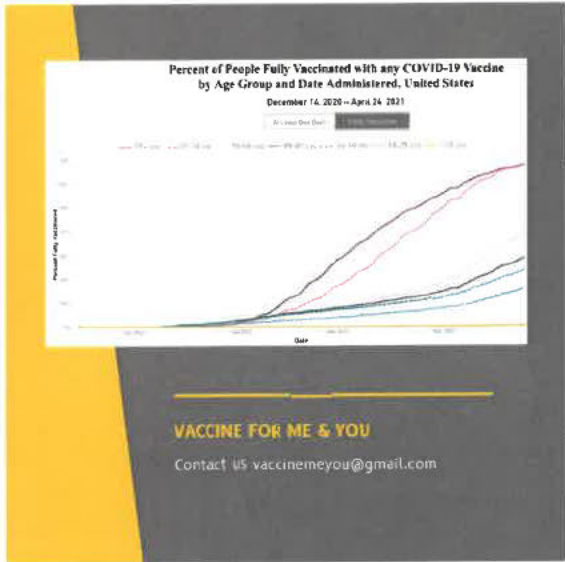
 if you have any questions regarding her character, morals, or any other qualifications related to her ELC application.

Sincerely,

Johnny Gonzalez

Vaccine for Me & You Founder

Work examples




Who is eligible to get the vaccine now?

As of Monday, March 29, 2021, everyone age 16 and older is now eligible to receive a COVID-19 vaccine.

Important Note

All vaccines i.e. *Moderna* are authorized for people age **18 and older**. The *Pfizer vaccine* is authorized for people **16 and older**. This rule applies throughout the US.



SOURCE: CENTERS FOR DISEASE CONTROL AND PREVENTION

Our Mission is to keep you SAFE by...

- Spreading credible information about Covid-19 and debunking misinformation
- Aiming to lessen the stress of getting a vaccine by finding locations and booking appointments for you
- Facilitating innovation and collaboration
- Empowering student and all voices to help their communities during this time



VACCINE FOR ME & YOU
Contact us vaccinemeyou@gmail.com



CITY CLERK
MORENO VALLEY
RECEIVED
21 MAY 13 PM 1:38

SECTION III. APPLICANT INFORMATION

Full Name Danvy Nguyen Date of Birth [REDACTED]
 Home Address [REDACTED]
 City Moreno Valley, CALIFORNIA Zip Code 92553
 Home Telephone [REDACTED] Cell Phone [REDACTED]
 E-mail Address [REDACTED]
 Parent/Guardian #1 Tri Nguyen
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone [REDACTED]
 Parent/Guardian #2 Hong Hue
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 12th
 What school will you be attending during the 2021-2022 school year?
Moreno Valley High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
Interact Club	August 2021- June 2022	Tues. 3pm-4pm
Math Club	August 2021- June 2022	Mon. 3-4:30pm
Pre-Med Club	August 2021- June 2022	Mon. 3-3:30pm
Student Council	August 2021- June 2022	Monthly (once) 1 hour
Summer School	June 21- July 2 2021	7:30-12pm



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size M
 Member a Large

What ELC Officer position are you applying for? None.

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

To make hopeful changes is not only important, but it is also for the fair and equal growth for both myself and our surroundings. By proposing my presence to make little to big changes to make Moval the best, my experience can lead to bigger and brighter opportunities for me to take part in, in the future that awaits.

Describe any experience you have had that you feel has prepared you to on the Council?

Student council and TAB (Moreno Valley's Teen Advisory Board)- assisting new ideas and voicing opinions to discuss for the well-being of our town and school district. With monthly meetings and consistency of sharing new and personal perspectives accompanied by effective communication, I never regret joining to meet so many nice individuals.

What issues would you address or activities would you plan if you were a Council Member?

Moreno Valley's truth in reality cannot be hidden with the ongoing issue of bullying, unstabled homes, drug use, financial instability, and the obscene liter environment that surrounds me and my classmates.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

The toxic habit of vaping. As we know, the vaping epidemic that arises upon the youth gets worse each day. Nicotine is the primary agent in both regular cigarettes and e-cigarettes, and it is highly addictive. Leading to possible substance abuse, I wish to accomodate an anti-vaping advocacy establishment to help.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to accomplish my part in advocating teens to take risks in taking opportunities given to them, joining councils, clubs, internships can open bigger doors. Stepping out of one's comfort shell can do wonders. From inside out, I believe in that public speaking will come forward to take me furthur than expected.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for Danvy Nguyen to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

Danvy Nguyen

Applicant Signature

05/12/2021

Date

Tri Nguyen

Parent/Guardian Signature

05/12/2021

Date

Hong Hue

Parent/Guardian Signature

05/12/2021

Date

Submit Form



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for DANVY NGUYEN to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

[Redacted Signature] _____
Applicant Signature

5/17/21
Date

[Redacted Signature] _____
Parent/Guardian Signature

5/17/21
Date

[Redacted Signature] _____
Parent/Guardian Signature

5/17/21
Date

Submit Form

Attachment: Danvy Nguyen_Redacted [Revision 1] (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



MORENO VALLEY HIGH SCHOOL

The Tradition

Moreno Valley Unified School District

23300 Cottonwood Avenue
Moreno Valley, CA 92553

Phone: [REDACTED]

Email: [REDACTED]

To Whom it May Concern:

Danvy is an extraordinary student with many talents and great working ethic. As her Honor Chemistry teacher, I have seen many examples of her talents; especially, I have long been impressed by her willingness to excel in my class as well as to help her peers in class. She demonstrated her leadership skills in my class when working in groups. I understand that Danvy is applying for your Program, and it would be my honor to recommend Danvy.

Danvy is one of those rare students that every teacher dreams of having because she is dedicated, kindhearted, and smart. She finished her assignments on time and studied for exams. In addition, she is actively involved in many extracurricular activities to demonstrate her citizenship, including Interact Club, Math Club, EAOP, and Pre-Med. She grew in a low-income family, and these accomplishments are hard to find in students coming from such backgrounds.

If your program is seeking for dedicated and intelligent candidates with a record of high achievement, Danvy is an excellent choice.

If you have any further questions regarding Danvy's ability or this recommendation, please do not hesitate to contact me using the information on this letterhead.

Sincerely, ?

[REDACTED]

Mr. Nguyen



CITY OF MORENO VALLEY
MORENO VALLEY
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SECTION III. APPLICANT INFORMATION

Full Name Andrea Delgado Date of Birth [REDACTED]
 Home Address [REDACTED]
 City Moreno Valley, CALIFORNIA Zip Code 92553
 Home Telephone [REDACTED] Cell Phone [REDACTED]
 E-mail Address [REDACTED]
 Parent/Guardian #1 Guillermina Delgado
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone _____
 Parent/Guardian #2 Jesus Delgado
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone _____

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 3rd yr undergraduate

What school will you be attending during the 2021-2022 school year?

University of California, Riverside

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: <u>Football</u>	<u>June-December 2021</u>	<u>Mon-Fri 3pm-5pm</u>
<u>College Classes</u>	<u>January-May 2022</u>	<u>Tues & Thurs 5pm-7pm</u>
<u>College Classes</u>	<u>September 2021-June 2022</u>	<u>Mon-Fri 8am-2pm (TBD)</u>
<u>R'Garden College Internship</u>	<u>June 2021-June 2022</u>	<u>Mon & Wed & Thurs 8am-12pm (TBD)</u>
<u>MVC TRIO Programs part-time job</u>	<u>June 2021-June 2022</u>	<u>Friday 1pm-5pm (TBD)</u>
_____	_____	_____
_____	_____	_____



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size S
 Member a Large

What ELC Officer position are you applying for? _____

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

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Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

*refer to additional sheets

Describe any experience you have had that you feel has prepared you to on the Council?

*refer to additional sheets

What issues would you address or activities would you plan if you were a Council Member?

*refer to additional sheets



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

*refer to the additional sheets

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

*refer to the additional sheets

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for _____ to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

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5-13-2021

Date

Parent/Guardian Signature

5-13-2021

Date

Parent/Guardian Signature

5-13-2021

Date

Submit Form

Emerging Leaders Council Application
Question Responses
Andrea Delgado

Why do you want to serve on the City's Emerging Leaders Council?

Living in Moreno Valley for over 11 years of my life has inspired me to pursue work alongside aspiring leaders of my community. I want to engage in my city's local government to learn the inner workings of city government, in an effort to engage as a liaison between the community and city, with the council's youth as a catalyst to the expansion of our city's programs and resources. I embrace the ability for the youth to develop innovative plans to address our community's needs. I am motivated to become immersed in team oriented youth advocacy to raise conversations within the council that will help nurture impactful change in Moreno Valley. I am especially interested in learning the process of converting an idea into real local policy.

Describe any experience you have had that you feel has prepared you to on the Council?

I have pursued opportunities in the areas of education, service, culture, food security, and environmental sustainability. In high school, I attended a one-week Sacramento Leadership Conference hosted by the CLYLP Inc. which introduced me to state and local politics as I participated in a mock political campaign and mock trial on a bill at the California State Capitol. I was also a member of the 61st Assembly District Youth Advisory Committee which exposed me to state government and the legislative process, correlating the discussion of youth-related issues. I currently work for the Moreno Valley College TRIO Programs and the UCR Community Garden.

What issues would you address or activities would you plan if you were a Council Member?

I would like the youth to be at the forefront of the creation of more service events in different centers of our community. To address local food insecurity, I would consider collaborative food and basic need drives that are especially essential during such a health crisis. I would like to learn and engage with the Homeless to Work Program in an effort to provide opportunities for our homeless population through the beautification of our city. I would consider a proposal to develop a Little Free Pantry (similar to that in Riverside) to better address neighborhood food insecurity. I would like to engage with the Town Center project as well. With the growing development of business, I would like to push projects for local green spaces, to benefit community and environmental wellness. I am especially interested in engaging with the planned Moreno Valley Community Demonstration Garden as it raises environmental and wellness education. I would like to propose an expansion to the project to motivate community gardening by developing a student volunteering program, and incentivizing local growers to provide for a city sponsored food produce pantry with healthy produce that is accessible to residents in need.

What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

I would like to consider the development of resources and opportunities for underrepresented youth in a city that has mostly working class families. In a community of students with different values and passions, I want to propose a city initiative to create local professional development opportunities for youth pursuing a high school or post secondary education. I would create a business network with city internship and volunteering opportunities and that would allow students to explore their interests in a variety of temporary career field experiences, while encouraging higher education. This will benefit the futures of our youth as well as our city in the long run by enhancing a diversified, dependable economy.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I would like to engage the council with local advocacy groups in projects that create a direct liaisonship with the community. Raising awareness of local city resources and available programs would be effective with media as an outlet. I definitely want to exercise my leadership to encourage youth participation in government, and grow professionally with greater knowledge of local governmental function. I hope to develop a mindset that listens to a wide range of perspectives, measures priorities, and moves forward advocating for initiatives that will better our city. I want to engage with local leaders to ensure that our city is representing our residents and addressing their concerns. As an undergraduate student with intersectional interests, I hope to tap into my wide range of interests involving sustainable urban planning, homelessness, housing, racial justice, equitable job opportunities, environmental health, and recreation.



March 30, 2021

RE: Letter of Recommendation
Andrea Delgado

Upward Bound
Upward Bound
Math and Science

Dear Selection Committee:

My name is Angel Orta-Perez and I am the Assistant Director for the Upward Bound (UB) and Upward Bound Math and Science (UBMS) Program of Moreno Valley College (MVC). It gives me the distinct honor to write this letter of recommendation on behalf of Andrea Delgado. Andrea was a student in the MVC UBMS Program during her high school years and since then has returned as an employee. From the moment I met Andrea she stood out right away and I knew she was going to be a change agent in the world. Andrea is an amazing student, advocate, scholar, environmentalist and daughter. She works hard in all that she does and is an amazing role model to others. As we stay connected and discuss her future goals I could only imagine what she could achieve if she was granted the opportunity to influence direct change in her community. I know that the Emerging Leaders Council would open her up to achieve and experience more in the world.

Andrea is that person that you wish you could replicate. Always engaged, always ready to take the lead, and always ready to help out in any way. She is selfless and amazing. She enters things with an open mind, accepting the mindset of others with the ability to stand her ground, and sticks up for her values and the values of others. Andrea is a true advocate and environmentalist. While in college Andrea has earned the role of Science Ambassador for her College of Natural and Agricultural Sciences, is the Community Outreach Coordinator for the UCR Gardening Club, and also holds down two jobs centered around education and sustainability performing work with low-income first generation students and supporting her university's community garden. Not only is she an advocate but a scholar as well. She has done an amazing job at balancing her activities and maintaining a competitive GPA at her University earning the Dean's Honors List or Chancellor's Honors List nearly every term. It has been amazing to see her grow into the leader we see today and I know she is going to do many more amazing things in ELC.

Andrea is one of the most persistent, resilient, hardworking, creative, caring and all-around amazing young ladies that I have had the pleasure of working with. While in college Andrea will not only be a successful scholar but she will do so while supporting her peers, her campus, her community, and her city of Moreno Valley in a lasting way.

It is with great pride to recommend one of the worthiest students, Miss Andrea Delgado. If I can be of further assistance, please contact me at [REDACTED] or via e-mail at [REDACTED]

Respectfully yours,

Angel M. Orta-Perez
Assistant Director
Moreno Valley College
UB & UBMS Programs

[REDACTED] FAX [REDACTED]
Lasselle Street • Moreno Valley, CA 92551
www.mvc.edu

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SECTION III. APPLICANT INFORMATION

Full Name: Ciara Ashley Barba

Date of Birth: [REDACTED]

Home Address: [REDACTED]

City: Moreno Valley, CALIFORNIA

Zip Code: 92555

Home Telephone: N/A

Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1: Jacqueline Sanchez

E-Mail Address [REDACTED]

Cell Phone [REDACTED]

Work Phone: N/A

Parent/Guardian #2: N/A

E-Mail Address

Cell Phone

Work Phone

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 12

What school will you be attending during the 2021-2022 school year? Valley View High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
Water Polo	October-January, 2022	Everyday 5-8pm
Link Crew	August-June 2022	1st Monday of the month 3pm-5pm

SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size: Large

Member at Large

What ELC Officer position are you applying for? N/A

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I want to serve on the City's Emerging Leaders Council because I want to have a positive impact on my community. I also hope to gain more knowledge on our city's various policies that I don't currently know or activities that are going on.

Describe any experience you have had that you feel has prepared you to on the Council?

I have been in various positions where I have gained experience as a leader. Such as being a Link Crew Leader, being captain of my water polo team, being a tutor for underclassmen, and being president of both RAK and LASA (clubs offered at VVHS).

What issues would you address or activities would you plan if you were a Council Member?

I would plan on doing a clean up for Sunnymead because as of recently I've noticed how much it has changed. I would also want to discuss different things that we can do as leaders to create a positive change in Moreno Valley.

4|Page

What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

One incredible issue facing teens and young adults in our city is anxiety, depression, and stress. Many teenagers in this city come from families within the poverty line and have incredible amounts of pressure because we want to be more successful. I would address it by stating the facts, giving the statistics, and providing workshops for people to get help from others besides adults, such as teenagers who went through similar things.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to gain more experience with serving my community. I want to gain connections with leaders in my area, because they inspire me to work even harder. I not only want to gain these connections but I want to gain a good reputation and be a good influence for those younger than me in my area. My participation in the ELC will help me gain greater leadership skills and push me to work better with others as I want to work in group settings when I am older.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."

SECTION VI: ACKNOWLEDGEMENT:

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for Ciara Barba to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

Applicant Signature

5/12/21
Date

Parent/Guardian Signature

5/12/21
Date

Parent/Guardian Signature

Date

Attachment: Ciara Ashley Barba_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING

May 12, 2021

Attn: Emerging Leaders Council (ELC)
Re: Ciara Barba

To Whom it may concern:

I am writing this reference at the request of Ciara Barba who is applying for a seat on the Emerging Leaders Council.

I have known Ciara for twelve years. In the years I have known her Ciara has worked for me in various capacities, including child care, pet sitter, and as a customer service associate in my retail business.

Ciara possesses a number of strengths. She is highly responsible, has a good attitude, is always willing to help and learn new tasks, has great time management, is well organized, polite, well spoken, and very reliable. I am confident that she would be an asset to any organization lucky enough to have her.

In conclusion, I would highly recommend Ciara Barba. If her performance in my employ is any indication of how she'd perform in your position, Ciara will be a positive addition to your organization. If you should ever need any additional information you can feel free to contact me at [REDACTED] or by email at [REDACTED] anytime.

Sincerely,

Roxanne Sluder
Indigenous Trends, Owner



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SECTION III. APPLICANT INFORMATION

Full Name Rohit Datir Date of Birth [REDACTED]
 Home Address [REDACTED]
 City Moreno Valley, CALIFORNIA Zip Code 92555
 Home Telephone [REDACTED] Cell Phone [REDACTED]
 E-mail Address [REDACTED]
 Parent/Guardian #1 Rahul Datir
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone _____
 Parent/Guardian #2 Priti Datir
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone _____

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 11th
 What school will you be attending during the 2021-2022 school year?
Sage Oak Charter School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
None	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment: Rohit Datir_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size Large
Member a Large

What ELC Officer position are you applying for? Commissioner

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

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Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I am in 10th grade right now. As a dual enrollment student, I have secured two Associate of Arts degrees at the community college. I want to encourage high school students to take as many college courses as they can while in high school. I will educate the high school students regarding the dual enrollment process and its benefits.

Describe any experience you have had that you feel has prepared you to on the Council?

I am involved in the Sage Oak student council activities. I volunteer at the local dental clinic and real estate investment business. I am a Tae-Kwon-Do black belt holder. I am a CPR Certified student. I am fluent in English, Spanish and an Indian language called Marathi.

What issues would you address or activities would you plan if you were a Council Member?

As a Council Member, I would work with High school Principals in the City to encourage dual enrollment. I would also work with the Dean of the Moreno Valley Community college to make the admission process simple.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

Not many students enroll themselves as dual enrollment students in the community college, as the admission process is complex.

I will work towards making this process simple, similar to the Los Angeles Community College District.

Instead of waiting till the first day of the community college class, high school students need to be allowed to enroll ahead of the class start date.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to earn additional AA degrees.

Making the admission process simple will help the high school students of Moreno Valley.

My participation will enhance my leadership and communication skills.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

Rohit Datir

For the Parent/Guardian: I give permission for _____ to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

Rohit Datir [Redacted Signature]

Applicant Signature

04/08/2021

Date

Rahul Datir [Redacted Signature]

Parent/Guardian Signature

04/08/2021

Date

Priti Datir [Redacted Signature]

Parent/Guardian Signature

04/08/2021

Date

Submit Form



To Whom It May Concern:

It is my absolute pleasure to write this letter of recommendation for Pooja Datir and Rohit Datir. It has been a privilege to serve as their education advisor since July 2019. During this time, I have gotten to know the distinguished and admirable character that they both represent. Despite their young ages, I have been impressed with their maturity from day one. They have always had a clear vision of what they want to accomplish. Rather than feeling intimidated by challenges, they become inspired to tackle them with precision and determination. It is without a doubt that I enthusiastically recommend Pooja and Rohit for the city of Moreno Valley volunteer opportunities.

Pooja and Rohit have completed an incredible course load since Fall 2018. They recently have achieved two AA degrees with honors at the community college. This includes an AA in Arts and Humanities, as well as an AA in Math, Science & Computer Science. They are also planning to complete a third AA in Health Science during the Spring of 2021. They have taken a wide variety of rigorous courses at the community college such as Anatomy & Physiology, Biological Science, Chemistry, Spanish, higher level maths, etc. They have consistently achieved the Dean's Honor List and currently have a 4.0 at the community college.

At the high school level, both Pooja and Rohit have taken all honors courses. Pooja currently has a 4.88 GPA and Rohit has a 4.8 GPA. During the 19/20 school year, Pooja was accelerated from 8th to 9th grade and Rohit was accelerated from 6th to 7th grade. At the beginning of the 20/21 school year, Rohit was accelerated from 8th to 9th grade and was most recently granted acceleration from 9th to 10th grade. Both Pooja and Rohit will have met all graduation requirements by the end of the 20/21 school year.

In addition to Pooja and Rohit's academics, they are very much accomplished in extracurricular activities. Both students are Tae-Kwon-Do black belt holders. They have logged hundreds of volunteer hours collectively between their local dental clinic and their family- owned real estate investment business. Rohit is fluent in speaking English, Spanish, and Marathi. Pooja is also fluent in English and Marathi. They are both involved in our Sage Oak Student Council where leadership qualities are developed and reflected upon. They also participate as our student representatives for our Student Site Council. These meetings are a time where students work together to develop and monitor our school's goals from a student's perspective.



It is undeniable that Pooja and Rohit have an impressive resume of academics and extracurricular activities. I would have to say that the most special attribute between the two of them is their incredible character paired with their humble nature. Pooja and Rohit genuinely care about the wellbeing of others and are quick to put others first. I consider it an honor to have watched them grow into the incredible people they are today. Their hard work and dedication have gotten them to where they are, and I unequivocally recommend their participation in the city of Moreno Valley's volunteer commissions. Please feel free to reach me with the contact information found below.

Best Regards,



Rachel Weisenbach
Sage Oak Charter School- Education Advisor



April 12, 2021

Office of the Mayor
City of Moreno Valley

Re: Rohit Datir - Emerging Leaders Council

Dear Office of the Mayor,

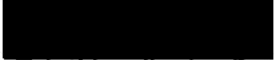

It is my pleasure to write this letter in support of Rohit Datir's application to the City of Moreno Valley's Emerging Leaders Program.

Rohit joined our school when he was in the 5th grade. It was very clear that Rohit had extraordinary academic gifts. He had completed approximately 30 college credits by the end of his 5th grade year. We advanced Rohit to 7th grade, and this year we advanced him to grade 10 as he will have met high school graduation requirements and will be eligible to graduate in June of 2021. Rohit is slated to earn three Associates Degrees this year as well which is quite remarkable. Rohit is not only academically gifted, and fluent in three languages, he demonstrates a keen sense of responsibility and a level of maturity beyond his years.

Rohit is a very well-rounded student who has been a part of our Sage Oak Student Council and has volunteered at a dental clinic. He is CPR certified as well. In addition, Rohit has demonstrated dedication to his studies of Tae Kwon Do and has earned a black belt.

Rohit stands out as one of the most gifted students in my career as an educator. I am confident that he will be a valuable addition to the Emerging Leaders program and I recommend him without reservation.

Sincerely,


Erin Havrilesky
Director, Secondary Education
Sage Oak Charter Schools, 

1473 Ford St.
Redlands, CA 92373



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MORENO VALLEY
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21 APR 28 PM 12:16

SECTION III. APPLICANT INFORMATION

Full Name Quinn Castellanos Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92557

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Alison Sommer-Castellanos

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone same

Parent/Guardian #2 Jason Castellanos

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone same

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 7th

What school will you be attending during the 2021-2022 school year?
Vista Heights

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
Boy Scouts	year long	Mon 7-8:30pm
Jiu-Jitsu	year long	Tues & Thurs 5-6pm

Attachment: Quinn Castellanos_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size Adult Med. Member a Large

What ELC Officer position are you applying for? _____

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

To have the opportunity to learn about leadership and help out in community. I feel I am a good role model. I would also like to learn more about the local government and be a part of ideas to make my community better.

Describe any experience you have had that you feel has prepared you to on the Council?

I have been part of my scout's troop as an assistant patrol leader. I help organize activities.

What issues would you address or activities would you plan if you were a Council Member?

I would plan a community park clean up day. I would also plan a day to help parents with information on other choices for schools. Charter, private and tutors that may be available because our school district is not putting our education first.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

No one is in School, So kids can get into trouble more. They are on video games all day.

Teens and all kids want to see their friends. There is no where to do that where it is safe. I think the parks at night are not safe.

You hear about people getting beat up and doing drugs. I am not a teen so I don't know any more than that.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to give ideas on how to help the kids and parents in the community.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

Quinn Castellanos

For the Parent/Guardian: I give permission for _____ to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

[Redacted Signature]

Applicant Signature

March 31, 2021

Date

[Redacted Signature]

Parent/Guardian Signature

March 31, 2021

Date


[Redacted Signature]

March 31, 2021

Date

Submit Form

Vista Heights Middle School
23049 Old Lake Drive
Moreno Valley, CA 92557



Subject: Quinn Castellanos

To Whom It May Concern:

I have had the privilege of being Quinn's Math and Science instructor for the 2020-2021 academic school year. During this time, I have seen Quinn progress immensely as a scholar, individual, and leader. Quinn often leads discussions, brings up pertinent ideas or questions and he is always quick to remind me if I have forgotten or overlooked something.

Quinn will be an asset to any group, club, or organization that seeks energetic talent, eagerness to learn, and an individual who is not opposed to challenges. Quinn's distinctive characteristics, dedication to duty, and determination to do well reflect great credit upon himself and those who associate with him.

If you have any further questions or need additional information, please do not hesitate to contact me.

Sincerely,

Mr. Sanchez

Math Instructor, VHMS



CITY CLERK
MORENO VALLEY
RECEIVED
21 MAY 13 PM 5:29

SECTION III. APPLICANT INFORMATION

Full Name Laura Ann Moorehead Date of Birth [REDACTED]
 Home Address [REDACTED]
 City Moreno Valley, CALIFORNIA Zip Code 92555
 Home Telephone N/A Cell Phone [REDACTED]
 E-mail Address [REDACTED]
 Parent/Guardian #1 Selena Moorehead
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone [REDACTED]
 Parent/Guardian #2 Raymond Moorehead
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone N/A - Retired

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? Freshmen in College

What school will you be attending during the 2021-2022 school year?
California State University, San Bernardino

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: <u>Football</u>	<u>June-December 2021</u>	<u>Mon-Fri 3pm-5pm</u>
<u>College Classes</u>	<u>January-May 2022</u>	<u>Tues & Thurs 5pm-7pm</u>
<u>College Classes</u>	<u>June 2021 - May 2024</u>	<u>TBD</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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Attachment: Laura Ann Moorehead_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size _____
 Member a Large

What ELC Officer position are you applying for? _____

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

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Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

To obtain some knowledge and experience in the Moreno Valley city government and to be able to contribute in my community.

Describe any experience you have had that you feel has prepared you to on the Council?

I have been member of the Rancho Verde High School Varsity Tennis team for 4 years and served as captain and assistant to the head coach for 2 years. I have taken US Government and Race and Society classes in high school which have peaked my interest to

What issues would you address or activities would you plan if you were a Council Member?

I would plan to address issues as follows: vocational training for young adults, access to college, public safety, and distance learning challenges.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

I think some of the major issues facing teens/young adults in Moreno Valley include Public Safety. I would embrace any programs that provided more education and public awareness on the topic of public safety.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to further my education and experience in various community issues. I hope to utilize my new found skills and knowledge in any upcoming opportunities for internships, volunteer work, and career advancements. I hope that my participation will add value to

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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

I hereby agree to attend all Board 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."



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for Laura Moorehead to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

Laura Moorehead

5/13/21

Applicant Signature

Date

Selena Moorehead

5/13/21

Parent/Guardian Signature

Date

Raymond Moorehead

5/13/21

Parent/Guardian Signature

Date

Submit Form



SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for _____ to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

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Applicant Signature

5/13/21

Date

Parent/Guardian Signature

5/13/21

Date

Parent/Guardian Signature

5/13/21

Date

Submit Form

Attachment: Laura Ann Moorehead_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING

To Whom it May Concern,

I am writing to recommend Laura Moorehead for Emerging Leaders Council – Member at Large.

I have known Laura for 17 years and have nothing but positive things to say. There is no doubt in my mind that Laura will be an excellent addition to the City of Moreno Valley – Emerging Leaders Council (ELC).

As she's grown up, I have always known Laura to be of sound character, being compassionate, creative, disciplined, and having a great sense of ambition. I have witnessed tremendous growth in Laura's leadership, organization, teamwork, and problem solving. I am certain these cultivated skills will allow Laura to excel.

Laura has demonstrated her leadership capabilities in her participation as varsity tennis player for 4 years and Captain of the Rancho Verde High School Varsity Tennis team for her last 2 years of high school.

Please do not hesitate on contacting me at [REDACTED] or [REDACTED] if you have any further questions or requests.

Regards,

[REDACTED]

Reggie Edmond, Retired
Supervising Parole Agent

Attachment: Laura Ann Moorehead_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



CITY CLERK
MORENO VALLEY
RECEIVED
21 MAY 19 AM 11:41

SECTION III. APPLICANT INFORMATION

Full Name Mehreen Suzaan Date of Birth [REDACTED]
 Home Address [REDACTED]
 City Moreno Valley, CALIFORNIA Zip Code 92555
 Home Telephone [REDACTED] Cell Phone [REDACTED]
 E-mail Address [REDACTED]
 Parent/Guardian #1 Mohammed Alam
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone [REDACTED]
 Parent/Guardian #2 Saika Pervin
 E-Mail Address [REDACTED]
 Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 12th Grade
 What school will you be attending during the 2021-2022 school year?
Rancho Verde High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
High School Classes	August-June 2022	Mon-Fri 6:50am-4pm
Extracurriculars/clubs	August-June 2022	Mon-Fri 4pm-5pm
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment: Mehreen Suzaan_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



SECTION V: QUESTIONS

I am applying to be a: Officer Shirt Size medium
Member a Large

What ELC Officer position are you applying for? _____

Chair: Convene and preside at all meetings and is the official spokesperson for the ELC. In charge of organizing meetings, events/activities, appoint and oversee sub-committees as necessary. Acts as liaison and represents the ELC in the community by serving in community and attending youth-oriented public functions. Communicates and meets with City staff and officials as necessary.

Vice Chair: Performs all duties of the Chair in their absence. Enforces attendance policy by tracking and monitoring member attendance for meetings and events.

Clerk: Maintains written notes, briefings, agendas, minutes, and other memoranda of the ELC. Disseminates meeting minutes to ELC members and ELC Liaisons. Maintains accurate directory of all ELC members. Coordinates all ELC meetings as well as external and inter-office mailings.

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

~~I want to serve on the City's Emerging Leaders Council because I am very interested in getting involved in my community and I feel that this is a great opportunity to do so. I love to help out in the community any way that I can!~~

Describe any experience you have had that you feel has prepared you to on the Council?

~~Due to being an officer of National Honor Society, I learned how to use my creativity to bring the club together; such as a mask sewing event (where masks were donated to the homeless.)~~
This role also gave me a lot of experience with public speaking as I have to talk to around 100 members.

What issues would you address or activities would you plan if you were a Council Member?

~~I would definitely plan activities that would help to give back to the community, such as the~~
mask sewing event I mentioned earlier, as well as activities that are inclusive and social distancing friendly.

Attachment: Mehreen Suzaan_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

I think one of the major issues facing teens and young adults in Moreno Valley is the lack of interaction that many are getting now due to social distancing procedures.
I would address this by creating events that help bring people together.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to bring about safe opportunities for the community to come together on the Emerging Leaders Council. My participation will enhance my future goals and activities by helping me develop more leadership skills and by gaining more experience on improving community relations.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may 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

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SECTION VI: ACKNOWLEDGEMENT

For the 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 aforesaid information.

For the Parent/Guardian: I give permission for Mehreen Suzaan to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

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Applicant Signature

5/18/2021

Date



Parent/Guardian Signature

5/18/2021

Date



Parent/Guardian Signature

5/18/2021

Date

Submit Form

Attachment: Mehreen Suzaan_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

18 MAR 20 PM 12: 07

For City Clerk's Use
Stamp Date and Time Received

Name: ESTHER JOHNSON
Home Address: 13427 LEOTA COURT
MORENO VALLEY, CA 92553
How long have you resided in Moreno Valley? 40 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: _____ Position: _____
Address: _____

Board or Commission applying for*: 1st Choice TRAFFIC SAFETY COMMISSION
2nd Choice ACCESSIBILITY APPEALS BOARD

*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

Why do you wish to serve on this Board and/or Commission?
I LOVE LEARNING AND HAVE A HEART TO SERVE. I WANT TO SERVE THE COMMUNITY THAT I HAVE BEEN A PART OF FOR 40 YEARS BY HAVING A VOICE IN DECISION-MAKING ON KEY LOCAL ISSUES.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
I HAVE HARD WORK ETHICS AND BELIEVE IN DOING WHAT'S RIGHT, BECAUSE IT IS THE RIGHT THING TO DO. I ALSO HAVE A BACKGROUND IN HUMAN RESOURCES AND AM KNOWLEDGEABLE OF LAWS, REGULATIONS AND POLICY THAT ARE RELEVANT TO THESE MATTERS.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

- ASSESS RECOMMENDATIONS FOR TRAFFIC CONTROL DEVICES AND RESPOND TO PUBLIC CONCERNS ON TRAFFIC AND PEDESTRIAN SAFETY MATTERS.
- CONDUCT HEARINGS ON APPEALS RELEVANT TO TITLE 24 ACCESSIBILITY ISSUES.

What do you hope to accomplish by your participation?
TO BE A VOICE TO THE COMMUNITY I WOULD SERVE ON MATTERS RELEVANT TO TRAFFIC/PEDESTRIAN SAFETY AND MAKING THE BEST DECISIONS THAT WOULD HAVE BOTH THE CITY AND ITS RESIDENTS BEST INTEREST IN MIND.

Attachment: Esther Johnson Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

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 (es), contact person, and dates served:

I SERVE ON THE GREATER BLESSINGS CHRISTIAN ACADEMY BOARD AND SERVED ON THE PEOPLE FIRST COMMITTEE WITH THE COUNTY OF RIVERSIDE FOR TWO YEARS WITH THE TASK OF CULTURE CHANGE INITIATIVE.

What other areas of interest do you have in our City government? ANY SERVICE MATTERS:

I LOVE HELPING PEOPLE BE THE BEST THEY CAN BE BY PROVIDING RESOURCES TO HELP THEM GET THEIR NEEDS MET AND GOALS ACCOMPLISHED.

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: _____

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 use of the aforesaid information



3.2.18
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: Esther Johnson Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,



City of Moreno Valley

Boards and Commissions

CITY CLERK
MORENO VALLEY
21 APR 20 PM 12:22

For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: Mona Lisa Stallworth

Home Address: [REDACTED]

How long have you resided in Moreno Valley? 31 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: N/A Position:

Address:

Board or Commission applying for*: 1st Choice Library Commission

2nd Choice Any Board or Commission where I can add value

*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?

Libraries serve a very important role in our communities - connect members of the community, provide safe haven for children, offer opportunity to learning and develop new skills, open the horizon for many children, source of reliable and credible information and so much more. I enjoy sharing all the benefits of having our public library and promoting the various events we provide for members of our community. As a bibliophile, myself I can't think of a better commission to serve on than the Library Commission.

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

I have earned leadership, mentorship and life coach certifications which serve me well as a Library Commissioner. I am a great team player and find no task too small or insignificant. I am also a researcher and I am consistently looking for opportunities, funding and partnerships that will benefit those that visit our library. I advocated for the the mall location and our latest satellite location.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

This commission is task with making recommendations and providing input pertaining to Moreno Valley Library services and programs.

What do you hope to accomplish by your participation?

I hope to continue my good working relationship with the Friends of the Library, library staff and the director. I will also continue to collaborate, promote and participate in library events to ensure their success. My goal is to always do better than I have during my previous terms - participate, promote and serve more.

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:

Toastmaster International - Dawn Busters Club # 2169	Carol Howk	2017 - Present
Sunnymead Ranch PCA - President- Board of Directors	Alisa Toalson	2020 - Present
Moreno Valley CERT	Andrew Cheng	2014 - Present
American Red Cross	Sandy Archer	2014 - Present

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

I have a passion for our youth and seeing them become great leaders and informed and exemplary citizens. I am also interest in city planning.

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: April 15, 2021

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 use of the aforesaid information.


Signature

April 16, 2021
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.



CITY CLERK
MORENO VALLEY
RECEIVED

19 MAY -9 PM 5: 14

For City Clerk's Use
Stamp Date and Time Received

City of Moreno Valley

Boards and Commissions

Membership Application Form

Name: Christopher Melendrez

Home Address: [REDACTED]

Moreno Valley Ca 92557

How long have you resided in Moreno Valley? 29 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: HM Cleanup Corporation Position: Executive Assistant

Address: 5055 Canyon Crest Dr. 208
Riverside CA 92507

Board or Commission applying for*: 1st Choice Parks, Community Services & Trail Committee
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

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

I believe I can continue to make an impact with the committee. I have been making
recommendation that have been taken. I was just appointed to be the chairperson.

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

Bachelor degree in Business Management from Cal Poly Pomona. I have management
2 restaurant and now over see HM Cleanup Corp.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

We oversee the city and agenda parks department and the committee make recommendation
We also are advocate for the city. attend events and stand for a recommendation

What do you hope to accomplish by your participation?

I want to continue spreading the positive impacts that the city is doing for
our community

Attachment: Christopher Melendrez_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING

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:

Mimes Cafe - Steven Boudreau [redacted]
HM Cleanup Maggie Sandoval [redacted]
Parks & Community Services - Patti Solano [redacted]

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

I would like to support our Council member and get involve with the city Safety Programs

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: 5-2-19

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.)

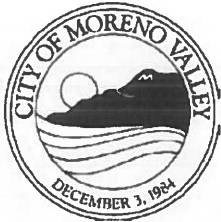
I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, 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 use of the aforesaid information.

[Redacted Signature]

5-9-19
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.



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

19 JAN 23 PM 4: 21

For City Clerk's Use
Stamp Date and Time Received

Name: SWEDLUND, CASSANDRA LEIGH
Home Address: [REDACTED] MORENO VALLEY, CA 92551

How long have you resided in Moreno Valley? SINCE NOVEMBER 2018

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: California Army National Guard Position: Recruiter
Address: 950 N. Cucamonga Ave. Ontario, CA 91764

Board or Commission applying for*: 1st Choice Parks & Community Services
2nd Choice Traffic & Safety Commission

*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

Why do you wish to serve on this Board and/or Commission?
I am interested in becoming integrated in the city processes of Moreno Valley. The Parks, Community Services and Trails committee would be suit my background and my skill set. I possess a diverse professional and educational background that I believe would be of value to this committee. As a Recruiter with the California Army National Guard, I see the issues that community youth have in regards to access to certain programs and activities- especially those within a low income category.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
I currently hold a Bachelor's in Business Administration as well as a Master's in Human Resources. I have held the position of enlisted representative for the National Guard Association as well as the Historian for Phi Sigma Pi, which is an honors fraternity during my undergraduate career. As mentioned above, I hold a position that sees the day to day impact of community programs have on today's youth.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
This board specifically considers the parks, community services and trails issues to include administration, operation, development, improvement and maintenance. This committee allows citizens of Moreno Valley to raise concerns, as well as become a part of the civic process.

What do you hope to accomplish by your participation?
I hope to gain experience in the local government process, as well as assist in improvements in the local area.

Attachment: Cassandra Swedlund_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING

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:

I have recently moved (permanently) to Moreno Valley so I currently have served on no local service/ community organizations. However, I am a member of the California Army National Guard and I do understand the importance of community involvement at the lowest level. My current supervisor is Alexander Eisman, who is also a member of the Moreno Valley Community.

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

I am interested in serving the city of Moreno Valley in any capacity that assist the community in growth. City Council is an ultimate goal, as well as county or state involvement. I believe it is important to become integrated in the community, and the best way to do so is to start with committees, boards and commissions.

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: 03/07/2018

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 use of the aforesaid information.


Signature

01/23/2019
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: Cassandra Swedlund_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING

23 January 2019

MEMORANDUM FOR RECORD

SUBJECT: Delay in Meeting Attendance for Moreno Valley City Council

1. I will be unable to attend Moreno Valley's City Council meeting in February.
2. I am currently attending the Recruiting and Retention course for the California Army National Guard and will not return until 9 February 2019.
3. I fully intend to be present at the next meeting that is held, however, I do not wish for this to hold up my progress in applying for appointment to the Parks, Community Services and Trails Committee.


Cassandra L. Swedlund
BBA, MSHR



City of Moreno Valley Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED
21 MAR -1 PM 4:10
For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: JoAnn L. Stephan
Home Address: [REDACTED]
Moreno Valley, CA. 92557
How long have you resided in Moreno Valley? 32 yrs.

CONFIDENTIAL INFORMATION

Home Phone No.: N/A Driver's License No.: [REDACTED]
Work Phone No.: N/A Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: IHSS Public Authority Position: Caregiver (Provider)
Address: 1212 Day St.
Moreno Valley, CA. 92504

Board or Commission applying for*: 1st Choice Planning Commission (Reinstated)
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?

Continue on Planning, to serve my Community, and improve Economic Development and Quality of life in Moreno Valley.

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

4yrs. servicing on Planning Commission I have gained knowledge City Policies, decision making skills. Attended State Convention on Planning Education & Procedures. How to weigh professional input give residents feed back on proposed projects.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations. Serve the public interest and to be fair and unbiased

We are citizens that serve in local government, acting as an advisory group to the City Council on issues and policies related to Planning and Landuse regulation & Community development

What do you hope to accomplish by your participation?

That I have accepted the civic responsibility of helping residents and businesses as well as property owners, achieve a vision and function for the future of Moreno Valley.

Attachment: JoAnn Stephan_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

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:

Planning Commission Moreno Valley 2016-Present (Appointed)
Palm Canyon Church Food Bank - Volunteers Marcie ^{RSJ} 24722
Serving on General Plan Committee for Moreno Valle
I/SS - Caregiver (Employment) M.V. 1-888-9604477
Retired - Property Management/Real Estate 1990 to 2007

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

I have, since becoming a Resident of Moreno Valley (19) have shown interest in all aspects of City Government. Regularly attending Council Meetings and as a speaker. Going to Openings of New Businesses and Developments. Running for my District Seat (2), to get greater involved in My City. 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: Now Serving (have not missed a meeting)

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



March 19 2021
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: JoAnn Stephan_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL; PLANNING COMMISSION;



City of Moreno Valley

Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED
21 FEB -2 AM 11:48

For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: RAY L. BAKER
Home Address: [REDACTED]
MORENO VALLEY, CA. 92551
How long have you resided in Moreno Valley? 36 YEARS

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]
Work Phone No.: none Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]
Employer Name: retired Position: _____
Address: _____

Board or Commission applying for*: 1st Choice PLANNING COMMISSION
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?
AS A PLANNING COMMISSIONER FOR TWELVE YEARS, I HAVE HELPED IN THE
IMPLEMENTATION OF THE COMPREHENSIVE CITY PLAN AND TO MAKE RECOMMENDATIONS
TO THE GOVERNING BODY. ALSO SERVED AS VICE CHAIRMAN ON THE GPAC.

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 GRADUATE WITH THREE YEARS OF COLLEGE, FACILITIES ENGINEER WITH
MULTIPLE TRIPS TO CITY PLANNING AND BUILDING DEPARTMENTS IN NORTHERN AND
SOUTHERN CALIFORNIA TO GAIN APPROVAL OF PLANS TO UPGRADE RESTAURANTS.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
THE CITY PLANNING COMMISSION SUBMITS RECOMMENDATIONS TO THE
CITY COUNCIL TO ACT UPON.

What do you hope to accomplish by your participation?
PROVIDE A VOICE IN PLANNING CITY PROJECTS WITH NO AGENDA IN MIND
AND NO TIES TO SPECIAL INTEREST GROUPS

Attachment: Ray Baker_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

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:

TRAINING MANAGER FOR A NATIONAL MOTEL CHAIN FOR THREE YEARS, 28 YEARS AS A NATIONAL MAINTENANCE FACILITIES ENGINEER, SUNDAY SCHOOL TEACHER/SUPERINTENDENT, CHAIR OF FINANCE COMMITTEE FOR UNITED METHODIST CHURCH, CITY ADMINISTRATOR FOR HILLSBORO, KANSAS, INSTRUMENTAL IN BUILDING CIVIC CENTER, LIBRARY, FIRE AND POLICE DEPARTMENT, VOLUNTEER AS BOY SCOUT LEADER AND FUND RAISER.

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

A RESIDENT OF MORENO VALLEY SINCE 1984. I HAVE A VISION OF MORENO VALLEY BEING AN ALL AMERICAN CITY, THAT PROVIDES A GREAT PLACE TO LIVE AND RAISE A FAMILY. ALSO HELP IN PROVIDING A STATE OF THE ART PUBLIC LIBRARY.

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: ATTENDED ALL PLANNING COMMISSION MEETINGS FOR THE PAST TWELVE YEARS.

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 use of the aforesaid information.

[Redacted Signature]

FEBRUARY 1, 2021
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: Ray Baker_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

Resident of Moreno Valley since 1984. I have a vision of Moreno Valley being an All American City, that provides a great place to live, work and raise a family.

High School graduate with three years of college, Facilities Engineer with multiple trips to city planning and building departments in Northern and Southern California for approval of plans to upgrade restaurants.

Training Manager for national hotel chain for three years.

28 years as a National Maintenance Facilities Engineer

Sunday school teacher and superintendent, chairman of finance committee for United Methodist Church.

City Administrator for Hillsboro, Kansas, instrumental in building civic center, library, fire and police department

Volunteer as Boy Scout leader in Hillsboro and Moreno Valley

Provided educational field trips to Moreno Valley students

Member of Temecula Valley Garden Railroad Society, Old Farts Car Club, Handyman of America and Order of Arrow Boy Scouts of America



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
18 JUL -3 PM 4:54
For City Clerk's Use
Stamp Date and Time Received

Name: Cleveland Johnson

Home Address: [REDACTED]

How long have you resided in Moreno Valley? 40 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: Moreno Valley Unified School Position: Board of Education

Address: 25634 Alessandro Blvd

Board or Commission applying for*: 1st Choice Senior Citizens

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

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

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

BA Sociology; Member of Riverside County School Board Assoc.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

Main mission is to ensure our seniors that visit the center are treated with respect and loyalty for their

What do you hope to accomplish by your participation?

I hope to continue the work we've started, making our center a friendly and comfortable place for ther

Attachment: Cleveland Johnson_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING

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: JUL 87

I've served on this commission some 8 years and love it. I currently serve some 35,000 students in r

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

N/A

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: Yes, understood 21 May 18

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."

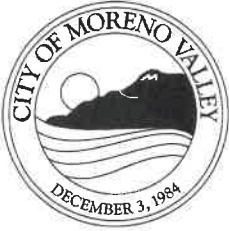
CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability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



1 Jul 18
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: Cleveland Johnson_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
 MORENO VALLEY
 RECEIVED
 19 NOV -8 AM 2:44

For City Clerk's Use
 Stamp Date and Time Received

Name: Cynthia L. Ward
 Home Address: [REDACTED]
Moreno Valley, CA 92555-7038
 How long have you resided in Moreno Valley? 24 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: Retired State ^{CA} Employee Position: _____
 Address: _____

Board or Commission applying for*: 1st Choice Traffic Safety Commission
 2nd Choice Senior Citizens Advisory Board

- *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

Why do you wish to serve on this Board and/or Commission?
Previously, I served on the TSC board as a representative for the Val Verde USD for 9 years. I enjoy the work that this board does, because I can see the results every day.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
My previous experience of over 9 years on this board taught me the responsibilities and duties involved. My concern for traffic safety for my city is a priority to me.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
This board gives MV residents access to express their concerns about traffic problems or needed improvements to make navigating in the city safer for everyone.

What do you hope to accomplish by your participation?
I want to contribute to the safety of our MV residents, visitors and those who work in our city.

Attachment: Cynthia L. Ward (2nd Choice)_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING

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:

I was a school representative for the Val Verde Unified School district for over 9 years, beginning in 1998. I was appointed by the school superintendent at the time, Dr. Fred Workman.

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

I have also been interested in the Senior Citizens Board. I would love to work on a outreach committee to serve the homeless.

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: *I will attend the December 2019 meeting*

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 use of the aforesaid information.


Signature

11-8-2019
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.



City of Moreno Valley Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED
18 JUN 19 PM 2: 12

For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: ROBERT A. SNYDER
Home Address: [REDACTED]
Moreno Valley, CA. 92557-6804
How long have you resided in Moreno Valley? 30 YEARS

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License [REDACTED]
Work Phone No.: [REDACTED] Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: Bureau of Auto Repair Position: PROGRAM REP I
Address: 1450 IOWA AVE. #150
RIVERSIDE, CA. 92507

Board or Commission applying for*: 1st Choice Senior Citizens' Board
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

Why do you wish to serve on this Board and/or Commission?
I AM THE CHAIR PERSON OF THE BOARD.
WE ARE DOING AMAZING THINGS FOR THE SENIORS OF OUR COMMUNITY
I WANT TO DO SO MUCH MORE DURING MY NEXT TERM ON THIS BOARD.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
INVESTIGATOR, COMMUNICATOR, MENTOR, VOLUNTEER WITH MANY PROGRAMS
AND PROJECTS FOR KIDS, ADULTS AND SENIORS

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
CONSIDERS MATTERS SUCH AS IMPROVEMENTS, TO HELP SENIORS IN MO VAL,
AND THE MO VAL SENIOR CENTER.

What do you hope to accomplish by your participation?
TO CONTINUE THE GREAT WORK THE BOARD IS DOING NOW.
I AM COMMITTED

Attachment: Robert Snyder_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

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:

M.V.

PARKS & REC Youth Programs from 78-98, ALSO 2005-2008
AUTO SHOP MENTOR AT CANYON SPRINGS HIGH SCHOOL

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

ALL! ALL ARE EQUALLY IMPORTANT, TO ALL RESIDENCES AND PERSONS.
I WORK NEARBY AND STRIVE TO MAKE OUR CITY A GREAT PLACE TO LIVE,
WORK, SHOP AND PLAY

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: MAY 21, 2018, JUNE 18, 2018 AND OTHERS

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 use of the aforesaid information.

[Redacted Signature]

Signature

JUNE 18, 2018
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.



City of Moreno Valley

Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED

18 OCT -1 PM 5:25

Membership Application Form

For City Clerk's Use
Stamp Date and Time Received

Name: Stena Corbalan
Home Address: [Redacted] Moreno Valley CA 92551

How long have you resided in Moreno Valley? + 0 - 13 anos

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: Ruby Greer Position: Administration Assistant
Address: 21490 Garfield Road
Perris, CA 92570

Board or Commission applying for*: 1st Choice Traffic Safety Commission
2nd Choice Val Verde Unified School District Rep.

*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

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

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
Have participated in education for children at Val Verde School District. I have done education in PTA, and other things in that school District.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
I have limited understanding but I know they have this to help in the protection for our community.

What do you hope to accomplish by your participation?
I will be able to help in the safety of children at the school district.

Attachment: Stella Corbalan_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

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:

I have participated in program at Val Verde School District such as PTA.

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

I would look into other programs for children safety in the community.

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: April 4, 2018

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 use of the aforesaid information.

[Redacted Signature]

Signature

10/01/2018

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.



City of Moreno Valley Boards and Commissions Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
21 MAY 18 PM 2:54
For City Clerk's Use
Stamp Date and Time Received

Name: David Layne
Home Address: [REDACTED]
Moreno Valley, CA 92551
How long have you resided in Moreno Valley? 7 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: Layne Enterprises LLC Position: Owner
Address: 161 West Mill Street, Suite #103G
San Bernadino, CA 92408

Board or Commission applying for*: 1st Choice Traffic & Safety Commission
2nd Choice Planning Commission

*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

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

I serve our community in my everyday private and professional life and I am in constant contact and communication with members of the Moreno Valley community that do not have a voice. Having been deeply impressed with the Momentum MoVal Initiative of our Mayor's Office I want to be a part of the force that makes our Moreno Valley become a destination city. I sincerely wish to help enact positive change in our city. One of the most important parts of making that happen is to help ensure the infrastructure of our streets and roadways.

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

I am also very active in working with Moreno Valley At-Risk Youth and remain completely committed to making sure that our youth make positive choices to help improve their quality of life (this in turn assists in improving our community for all residents).

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

On the surface my understanding of the Traffic & Safety Commission is that we are instruments of communication between the City and its residents to evaluate traffic control (both regulatory and non-regulatory) while educating the public on traffic issues and responding to public concerns on traffic and pedestrian safety.

What do you hope to accomplish by your participation?

Being a visionary that believes in people being able to come together to effect positive change comes with its challenges but the overall goal, to make our lofty endeavors real effective change with tangible results, is what I would like to see happen.

Attachment: David Layne_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

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:

F.I.A.T.M. (Family is All that Matters) Contact: Mr. Yakuba Brown - [redacted] Dates served: 2014 to present
100 Black Men of Inland Empire Contact: Mr. Keith Willis - [redacted] Dates served: 2013 to present
TRIO Program Contact: Ms. Micki Clowney - [redacted] Dates served: 2016 to present
Enterprise Holdings Contact: Ms. Amanda Meddock - [redacted] Dates served: 2003 to 2018

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: May 5 2021

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 use of the aforesaid information.

[Redacted Signature]

May 18, 2021
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: David Layne_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,



City of Moreno Valley Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
21 APR 13 AM 8:58

For City Clerk's Use
Stamp Date and Time Received

Name: Anita Robinson
Home Address: [Redacted] Moreno Valley, Ca. 92557

How long have you resided in Moreno Valley? 21 years

CONFIDENTIAL INFORMATION

Home Phone No.: _____ Driver's License No.: [Redacted]
Work Phone No.: _____ Email Address: [Redacted]
Cell Phone No.: [Redacted] Date of Birth: [Redacted]

Employer Name: Realty Masters & Associates Position: Real Estate Agent
Address: 3750 Santa Fe Ave, Riverside, Ca 92507

Board or Commission applying for*: 1st Choice TSC
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?
I am asking for renewal of my commission to the Committee. I have served for 3 years and feel I can continue to serve objectively and with fairness

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

I have served as a commissioner for 3 years and currently the Chairperson. I feel that I can an asset to the committee. I attended a TSC class in Pomona

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

The role of the City TSC is to evaluate traffic needs in the community and provide direction to staff regarding changes to/and improvements to the traffic system in Moreno Valley. There is also a Public work representative who acts as staff liaison for the committee

What do you hope to accomplish by your participation?

Incorporating safety in transportation help to identify, analyze and develop solutions to transportation hazards. Safety conscious planning addresses highway, transit, pedestrian, bicycle and heavy vehicle safety.

Attachment: Anita Robinson_Redacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

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:

Realtor in the Perris/Moreno Valley area for over 28 years currently I work for Realty Masters & Associates (951) 384-6600

Mobile Notary for over 24 years self employed

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

I feel that the TSC is enough at this time.

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: Currently Chairperson for TSC

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 use of the aforesaid information.

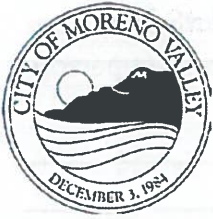
[Redacted Signature]

Signature

04/12/2021

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.



CITY CLERK
MORENO VALLEY
RECEIVED

18 MAR 20 PM 12:08

For City Clerk's Use
Stamp Date and Time Received

City of Moreno Valley

Boards and Commissions

Membership Application Form

Name: Bradly Stevens
Home Address: [REDACTED], Moreno Valley, CA 92551
How long have you resided in Moreno Valley? 7 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: Pacific Advisors Position: Financial Advisor/Managing Associate
Address: 125 Corona Pointe Ct, Suite 101, Corona, CA 92879

Board or Commission applying for*: 1st Choice Planning Commission
2nd Choice Utilities Commission

*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

Why do you wish to serve on this Board and/or Commission?
I have lived in the city for many years and have a son who is growing up here. I want to make the city a better place to live, learn and grow. I want to help shape our cities future.

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

Bachelors in Finance, MBA

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

Planning commission makes recommendations on zoning issues an helps shape the overall plan of the city. The utilities commission oversees the local utility.

What do you hope to accomplish by your participation?

I hope to help in creating a better city for my son, myself and my community.

Attachment: Bradly Stevens_reacted (4441 : MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL, PLANNING COMMISSION,

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:

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

City council and volunteer law enforcement.

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: 3/22/18

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 use of the aforesaid information.

[Redacted Signature]

Signature

03/12/2018

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.



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Acting Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT NO. 1 TO THE CARES ACT AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN - REPROGRAMMING OF CDBG-CV FUNDS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

SUMMARY

This report recommends that the City Council conduct a Public Hearing for Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan to include the following changes to the Community Development Block Grants Coronavirus (CDBG-CV) grants:

1. Add the Rising Stars Business Academy Job Training Program
2. Reprogram CDBG-CV funds to increase funding for the Strive MoVal, Expand Public WiFi Network, and Senior Nutrition Program and
3. Decrease funding for CDBG-CV Program Administration.

This Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan will add the Rising Stars Business Academy, Job Training Program to the CDBG-CV funded projects. This program will assist with youth job placements that respond to service needs caused by COVID19.

In addition, Substantial Amendment No. 1 will increase funding for the previously approved Strive MoVal, Expand Public WiFi Network, and Senior Nutrition Programs to fulfill the need for additional services.

Additional funding for these projects is available through reprogramming of previously approved projects and CDBG-CV Program Administration funds. The allocation of these funds will assist the City in meeting its expenditure and commitment deadlines imposed by the Department of Housing and Urban Development (HUD). There will be no additional impact to projects previously approved by the City Council.

DISCUSSION

As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan Update that details the use of the grant funds issued to the City by HUD. Under the City's Citizen Participation Plan, it is required that in cases where there are substantial changes to an approved Plan that City notify its citizens of the proposed amendment(s) and provide them the opportunity to comment by holding a Public Hearing, then submitting the Council-approved 'Substantial Amendment(s)' to HUD for final approval. Tonight's Public Hearing provides the opportunity for public comment and outlines the proposed Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan.

This staff report requests the City Council approve Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan and funding allocation as follows:

1. Add Rising Stars Business Academy Job Training Program for \$30,692.00
2. Increase funding for the following CDBG-CV Projects, by \$650,000.00:
 - a. Strive MoVal \$150,000.00
 - b. Expand Public WiFi Network \$350,000.00
 - c. Senior Nutrition Program \$150,000.00
3. Decrease funding for CDBG-CV Administration & other previously funded projects \$680,692.00

Using available CDBG-CV reprogrammed funds and CDBG-CV Program Administration funds, the City proposes to add the Rising Stars Business Academy Job Training Program to the CARES Act Amendment to the 2019-2020 Annual Action Plan. An allocation of \$30,692.00 will provide the funding necessary to develop new partnerships with local businesses that will commit to hiring primarily low-to moderate income students who will be readily equipped to work. Students will complete a 12-week

course, and will be provided with a 40-hour internship to apply their skills and earn hands on experience. The team will work to identify job placements that respond to service needs caused by COVID19.

Additionally, the City proposes to provide additional funding to the City’s Strive MoVal, City’s Expand Public WiFi Network, and Family Services Association’s Senior Nutrition Program. The allocation of \$650,000.00 for these projects will provide the funding necessary to continue services for residents and business owners affected by COVID19. The Strive MoVal Program assists residents qualified primarily as low- to moderate-income (LMI) by providing access to computers, internet, and desktop tools (e.g. training and job search shortcuts, resume writing templates) not otherwise available. Services are provided at the Moreno Valley Business & Employment Resource Center. The Expand Public WiFi Network project will create additional locations for free public WiFi network access points within the City to provide low-mod residents access to Internet connectivity to search for jobs, file unemployment, order groceries, and perform other basic life activities. The Senior Nutrition Program provides prepared meals for seniors at the City of Moreno Valley Senior Center.

The approval of these funding allocations will assist the City in meeting the timely expenditure and commitment regulations from HUD.

ALTERNATIVES

Alternative 1. Conduct the Public Hearing, adopt Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan; authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff recommends this action because it complies with HUD’s substantial amendment requirements, would allow the City to meet the commitment goals established for the CDBG-CV programs.*

Alternative 2: Decline to adopt Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action; do not authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff DOES NOT recommend this action because it would not allow for the City to meet its upcoming commitment goals established for the CDBG-CV programs.*

FISCAL IMPACT

The allocation of the CDBG-CV funds have been made available from reprogramming awards previously approved by the City Council. The allocation of the CDBG-CV funds will not further impact any projects, as previously approved by the City Council. **This amendment would have no impact on the General Fund.**

The following allocation of grant funds is proposed:

Description	Fund	Section	Type (Rev/Exp.)	FY Budget	20/21	Proposed Adjustments	FY Amended Budget	20/21

Administration	Fund 2512- CDBG	CARES Act - CDBG-CV	Exp.	\$ 458,670.00	\$ (72,961.00)	\$ 385,709.00
Project Expenditures	Fund 2512- CDBG	CARES Act - CDBC-CV	Exp.	\$ 1,364,394.00	\$ 72,961.00	\$ 1,437,355.00

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on May 27, 2021. As part of HUD’s issued waivers of standard regulations for CARES Act funds, the official 30-day public review period was reduced to a minimum of 5 days. The 5-day public review period occurred from May 27, 2021 to June 1, 2021. Respondents were given the opportunity to provide comments via email, telephone, and in person. Staff would like to note that at the time of submission of this report there were no comments received from the public either in support or opposing these projects.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

Department Head Approval:
Brian Mohan
Acting Assistant City Manager
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Press Enterprise Notice - Substantial Amendment No. 1 to the CARES Act

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	5/21/21 10:56 AM
City Attorney Approval	<u> ✓ Approved </u>	
City Manager Approval	<u> ✓ Approved </u>	5/24/21 11:17 AM



**NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING TO
ADOPT SUBSTANTIAL AMENDMENT NO.1 TO THE CARES ACT
AMENDMENT TO FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN**

The City is proposing Substantial Amendment No. 1 to the CARES Act Amendment to the 2019-2020 Annual Action Plan ("the Amendment"). The Amendment is available for public review and comment for 5 days from May 27, 2021 through June 1, 2021. To view the Amendment in its entirety, please visit the City's website at www.moval.org and click on Departments/Financial & Management Services and under the Grants & Programs option click on the Grants Monitoring and Administration link and choose the Grant Reports tab.

About the proposed Amendment:

As a recipient of federal CARES Act CDBG-CV grant funding in 2020, the City of Moreno Valley completed a CARES Amendment to the 2019-2020 Annual Action Plan ("CARES Amendment") providing detailed use of the CDBG-CV grant funds issued to the City by HUD. Under the City's Citizen Participation Plan, it is required that in cases where there are substantial changes to an approved CARES Amendment that the City notify its citizens of the proposed amendment and provide them the opportunity to comment by holding a public hearing, then submitting the Council-approved amendment to HUD for final approval. The following changes summarize the proposed Substantial Amendment No.1 to the CARES Act Amendment to 2019-2020 Annual Action Plan*:

- **Add Rising Stars Business Academy Job Training Program:** Using available CDBG-CV reprogrammed funds and CDBG-CV Program Administration funds, the City proposes to add the Rising Stars Business Academy Job Training Program to the CARES Act Amendment to the 2019-2020 Annual Action Plan. An allocation of \$30,692.00 will provide the funding necessary to develop new partnerships with local businesses that will commit to hiring students who will be readily equipped to work. Students will complete a 12-week course, and will be provided with a 40-hour internship to apply their skills and earn hands on experience. The team will work to identify job placements that respond to service needs caused by COVID19.
- **Increase funding for current CDBG-CV Projects:** Using available CDBG-CV reprogrammed funds and CDBG-CV Program Administration funds, the City proposes to provide additional funding to the *Strive MoVal*, *Expand Public Wi-Fi Network*, and *Senior Nutrition Program*. The allocation of \$650,000.00 for these projects will provide the funding necessary to continue services for primarily low-to-moderate income (LMI) residents affected by COVID-19. The *Strive MoVal Program* assists residents qualified as LMI by providing access to computers, internet, and desktop tools (e.g. training and job search shortcuts, resume writing templates) not otherwise available. Services are provided at the Moreno Valley Business & Employment Resource Center. The *Expand Public Wi-Fi Network* project will create additional locations for free public Wi-Fi network access points within the City to provide low-mod residents access to Internet connectivity to search for jobs, file unemployment, order groceries, and perform other basic life activities. The *Senior Nutrition Program* provides prepared meals for seniors at the City of Moreno Valley Senior Center.

The proposed amendment will be available for public review from May 27, 2021 through June 1, 2021. The City Council will hold a Public Hearing to receive comments and adopt the proposed Amendment on **Tuesday, June 1, 2021 at 6:00 p.m.** at the following location:

**City Council Chamber
Moreno Valley City Hall
14177 Frederick Street
Moreno Valley, CA 92552**

Citizens of the City of Moreno Valley and the general public are encouraged to attend. All persons interested in this matter may appear and be heard at the hearing. Persons of low- and moderate-incomes, disabled, homeless, elderly and members of minority group are particularly encouraged to attend. If unable to attend, comments may be provided by contacting the Financial Operations Division at (951) 413-3450 or e-mailing grantsadmin@moval.org.

Upon request, this invitation public notice will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in these activities should direct such requests to James Verdugo, ADA Coordinator, at (951) 413-3120 at least 72 hours before the activity. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility and participation in this meeting or event.

Date Published: May 27, 2021



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Acting Assistant City Manager

AGENDA DATE: June 1, 2021

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 for D.R. Horton Los Angeles Holding Company, Inc. (located west of Moreno Beach Dr. between Alessandro Blvd. and Brodiaea Ave.), Maria Luna (located at 11970 Mathews Rd.), and CLPF Inland Empire Parking, LP (located north of Cardinal Ave., east of Heacock St.);
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 applicable NPDES Regulatory Rate 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 four 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, the Property Owners, as identified below, are required to provide a funding source for the NPDES program and have requested the City conduct a mail ballot proceeding to satisfy the condition of approval. If each property owner approves the mail ballot and the City Council accepts the results, the condition of approval will be satisfied for their respective projects. Tonight's Public Hearing is a required part of the process.

DISCUSSION

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

The City Council originally adopted the NPDES Residential Regulatory Rate on June 10, 2003 and the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate ("Commercial/Industrial Rate") on January 10, 2006. Each fiscal year, the City Council reviews and sets the rates for the following fiscal year.

The Planning Commission approves projects on the condition the developer provides a funding source, consistent with the rates established by the City Council, to support activities for the NPDES program requirements. Revenue received from the rate supports the increased compliance activities related to the development. It also reduces the financial impact to the General Fund to maintain compliance with the unfunded requirements of the Permit.

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

Property Owner/ Project	Assessor's Parcel Number	Location	FY 2020/21 Maximum Rate ¹
D.R. Horton Los Angeles Holding Company, Inc. 96 single-family residential development (Tr 31590) PEN20-0075/SBP20-0021	486-240-002 & 486-240-011	West of Moreno Beach Dr. between Alessandro Blvd. and Brodiaea Ave.	\$346.38/parcel Residential Rate
Maria Luna Custom Home PEN19-0257/SBP21-0001	474-161-035	11970 Mathews Rd.	\$346.38/parcel Residential Rate
CLPF Inland Empire Parking, LP Commercial Trailer Parking PEN19-0213/SBP20-0022	316-100-048	North of Cardinal Ave., east of Heacock St.	\$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, applicable NPDES 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 May 13 and May 20, 2021.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Brian Mohan
Acting 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. DR Horton Ballot Documents
2. Maria Luna Ballot Documents
3. CLPF Inland Empire Parking Ballot Documents

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/21/21 11:09 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/24/21 11:10 AM

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



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

April 15, 2021

D.R. Horton Los Angeles Holding Company, Inc.
 2280 Wardlow Circle, Suite 100
 Corona, CA 92880-1794
 ATTN: Megan Whieldon

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM RESIDENTIAL REGULATORY RATE FOR APN(s) 486-240-002 and 486-240-011

******* 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 D.R. Horton Los Angeles Holding Company, Inc.
April 15, 2021

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 \$572,616.88 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, June 1, 2021

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 D.R. Horton Los Angeles Holding Company, Inc.
April 15, 2021

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 951.413.3470 or via email at IsaRo@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 **June 1, 2021**, 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 D.R. Horton Los Angeles Holding Company, Inc.
 April 15, 2021

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

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

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

OFFICIAL MAIL BALLOT
for Assessor's Parcel Number (APN)
486-240-002 and 486-240-011
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, a combined total of \$692.76 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 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"/>	2	\$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 June 1, 2021, 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
RESIDENTIAL**

LEVEL 1		LEVEL II		Level II-A		LEVEL III		LEVEL IV	
NPDES Administration (Not covered by CSA 152)		Water Quality Pond/Basin Maintenance		Sand Filter Maintenance		Water Quality Pond/Basin Remediation/Reconstruction		Water Quality System Retrofit	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various storm water reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with the maintenance and monitoring of the water quality pond/basin. This includes, but is not limited to maintenance on a quarterly basis of vegetative material, civil work and utility and personnel costs.</p> <p>Level II, in addition to Level I is levied on all properties within tracts that have a water quality pond/basin or on properties that benefit from a neighboring water quality pond/basin.</p>		<p>Costs associated with the maintenance and monitoring of the sand filter within a water quality pond/basin. This includes, but is not limited to maintenance of a sand bed, bleeder lines and costs for personnel.</p> <p>Level II-A, in addition to Level II and Level I is levied on all properties within residential developments that have a water quality pond/basin with a sand filter or on properties that benefit from a neighboring water quality pond/basin with a sand filter.</p>		<p>Costs associated with the remediation and reconstruction of water quality pond/basin. Remediation and reconstruction may include the following: replacement of soil, plants, irrigation, removal and hauling of wastes and possible civil work.</p>		<p>Costs associated with the retrofitting, replacement, monitoring and maintenance of the water quality pond/basin systems and appurtenances. This may include retrofitting of catch basin insert filters, vortex devices, installation of in-line filter systems, and nutrient baskets, etc.</p>	
FY 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: DR Horton Ballot Documents (4389 : PUBLIC HEARING FOR THREE NATIONAL POLLUTANT



**D.R. Horton Los Angeles
 Holding Company, Inc.
 TTM 31590**

PEN20-0075

APN

 486240002

 486240011

 Parcels

 City Boundary

 Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of December 13, 2020.

N



0 100 200
 Feet

G:\Divisions\SpecialDist\2018\MXD\PEN20-0075.mxd

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



Attachment: DR Horton Ballot Documents (4389 : PUBLIC HEARING FOR THREE NATIONAL POLLUTANT

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



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

April 15, 2021

Maria Luna
 24947 Otis Dr.
 Moreno Valley, CA 92553
 ATTN: Samuel Nunez

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM RESIDENTIAL REGULATORY RATE FOR APN(s) 474-161-035

******* 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 Luna
April 15, 2021

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 \$572,616.88 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 Residential 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, June 1, 2021

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 Luna
April 15, 2021

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 951.413.3470 or via email at IsaRo@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 **June 1, 2021**, 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 Luna
April 15, 2021

-  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)
474-161-035
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 June 1, 2021, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

Attachment: Maria Luna Ballot Documents (4389 : PUBLIC HEARING FOR THREE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

**FY 2020/21
NPDES RATE SCHEDULE
RESIDENTIAL**

LEVEL 1		LEVEL II		Level II-A		LEVEL III		LEVEL IV	
NPDES Administration (Not covered by CSA 152)		Water Quality Pond/Basin Maintenance		Sand Filter Maintenance		Water Quality Pond/Basin Remediation/Reconstruction		Water Quality System Retrofit	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various storm water reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with the maintenance and monitoring of the water quality pond/basin. This includes, but is not limited to maintenance on a quarterly basis of vegetative material, civil work and utility and personnel costs. Level II, in addition to Level I is levied on all properties within tracts that have a water quality pond/basin or on properties that benefit from a neighboring water quality pond/basin.		Costs associated with the maintenance and monitoring of the sand filter within a water quality pond/basin. This includes, but is not limited to maintenance of a sand bed, bleeder lines and costs for personnel. Level II-A, in addition to Level II and Level I is levied on all properties within residential developments that have a water quality pond/basin with a sand filter or on properties that benefit from a neighboring water quality pond/basin with a sand filter.		Costs associated with the remediation and reconstruction of water quality pond/basin. Remediation and reconstruction may include the following: replacement of soil, plants, irrigation, removal and hauling of wastes and possible civil work.		Costs associated with the retrofitting, replacement, monitoring and maintenance of the water quality pond/basin systems and appurtenances. This may include retrofitting of catch basin insert filters, vortex devices, installation of in-line filter systems, and nutrient baskets, etc.	
FY 2020/21	Annual Rate	FY 2020/21	Annual Rate	FY 2020/21	Annual Rate	FY 2020/21	Annual Rate	FY 2020/21	Annual Rate
Parcel Rate	\$45.44	Parcel Rate	\$86.34	Parcel Rate	\$39.36	Parcel Rate	\$77.02	Parcel Rate	\$175.24

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

Levels I, II, III, and IV - Adopted by the City Council on June 10, 2003

Level II-A - Adopted by the City Council on June 10, 2008

Fiscal Year (FY) 2003/2004 - Base Year Calculation, subject to inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index

Inflation Factor Adjustments:

2004/2005 - 1.8% = (\$31.00, 58.00, 52.00 & 118.00)

2005/2006 - 4.4% = (\$32.00, 61.00, 54.00 & 123.00)

2006/2007 - 4.5% = (\$33.00, 64.00, 56.00, & 128.00)

2007/2008 - 3.1% = (\$34.00, 66.00, 58.00, & 132.00)

2008/2009 - 4.2% = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00)

2009/2010 - no change = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00)

2010/2011 - no change = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00)

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2012/2013 - 2.7% = (\$37.00, \$74.00, \$33.00, \$64.00, \$147.00)

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2014/2015 - 1.14% = (\$39.38, \$74.82, \$34.10, \$66.73, \$151.84) (approved 6/10/14)

2015/2016 - 0.73% = (\$39.66, \$75.36, \$34.35, \$67.22, \$152.95)

2016/2017 - 2.03% = (\$40.47, \$76.89, \$35.05, \$68.58, \$156.05)

2017/2018 - 1.97% = (\$41.27, \$78.40, \$35.74, \$69.93, \$159.12)





2018/2019 - 3.61% = (\$42.74, \$81.22, \$37.02, \$72.44, \$164.86)(approved 6/19/18)

2019/2020 - 3.24% = (\$44.14, \$83.86, \$38.22, \$74.80, \$170.20) (approved 5/21/19)

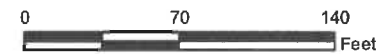
2020/2021 - 2.96% = (\$45.44, \$86.34, \$39.36, \$77.02, \$175.24) (approved 5/19/20)

Attachment: Maria Luna Ballot Documents (4389 : PUBLIC HEARING FOR THREE NATIONAL POLLUTANT

**Maria Luna
Custom Home, 11970 Mathews Rd.
PEN19-0257**

- APN**
-  474161035
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of April 12, 2021.



G:\Divisions\SpecialDist\2019\MXD\PEN19-0257.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 Luna Ballot Documents (4389 : PUBLIC HEARING FOR THREE NATIONAL POLLUTANT

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



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

April 15, 2021

CLPF Inland Empire Parking, LP
 601 W. Figueroa St., #3600
 Los Angeles, CA 90017
 ATTN: Deirdre McCollister

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE REGULATORY RATE FOR APN(s) 316-100-048

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

Introduction

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

Background

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

Services Provided

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

How is the Amount of the Charge Determined?

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

Notice of Mail Ballot Proceeding for CLPF Inland Empire Parking, LP
April 15, 2021

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 \$572,616.88 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 Common Interest, Commercial, Industrial, and Quasi-Public Use 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, June 1, 2021

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

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

Notice of Mail Ballot Proceeding for CLPF Inland Empire Parking, LP
April 15, 2021

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not** satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

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

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City's Special Districts Division at 951.413.3470 or via email at IsaRo@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 **June 1, 2021**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or

Notice of Mail Ballot Proceeding for CLPF Inland Empire Parking, LP
April 15, 2021

NO/Not Approved blank box:

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

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

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

**OFFICIAL MAIL BALLOT
for Assessor's Parcel Number (APN)
316-100-048**

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

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$260.84 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2021/22, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

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

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2020/21 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$260.84
Each Assessor's Parcel Number equals 1 Weighted Ballot.			

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

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on June 1, 2021, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

**FY 2020/21
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2020/21	Annual Rate	FY 2020/21	Annual Rate
Parcel Rate	\$45.60	Parcel Rate	\$215.24
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<u><i>Inflation Factor Adjustments</i></u>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	
		FY 2020/21 - 2.97% = (\$45.60 & \$215.24)(approved 5/19/20)	

Attachment: CLPF Inland Empire Parking Ballot Documents (4389 : PUBLIC HEARING FOR THREE

CLPF Inland Empire Parking, LP Trailer Parking Facility PEN19-0213

APN

 316100048


 Parcels

 City Boundary

 Roads

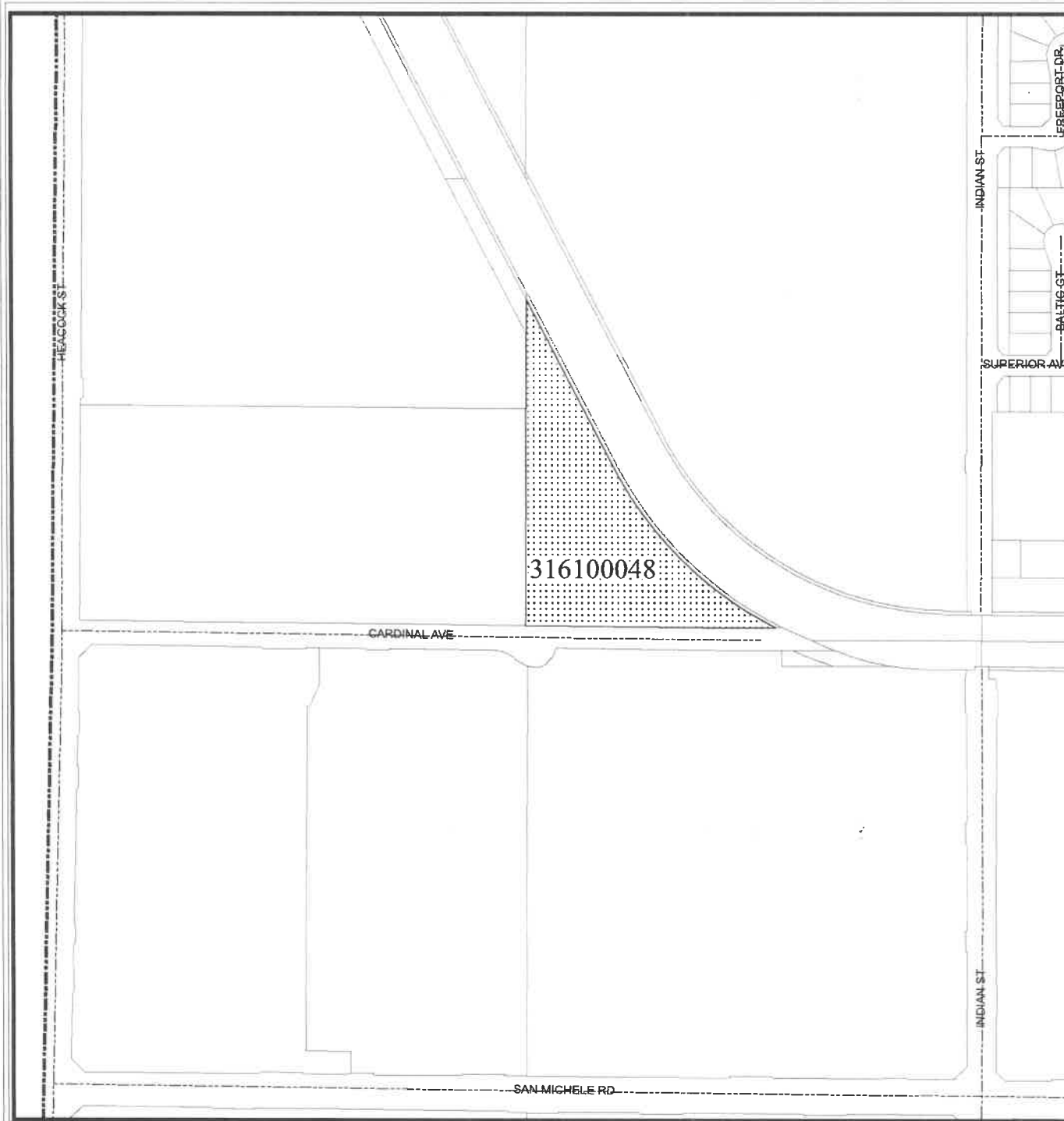
Map reflects all changes indicated
on Riverside County Assessor Maps
as of April 12, 2021.



0 100 200
 Feet

G:\Divisions\SpecialDist\2018\MXD\PEN19-0213.mxd

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



Attachment: CLPF Inland Empire Parking Ballot Documents (4389 : PUBLIC HEARING FOR THREE



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: Brian Mohan, Acting Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS MAINTENANCE)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct the Public Hearing on the proposed formation of the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance).
2. Adopt Resolution No. CSD 2021-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Establishing its Community Facilities District No. 2021-01 (Parks Maintenance) and Calling a Special Election in Connection with said District.
3. Direct the Secretary of the CSD to canvass the returned ballot and report the results of the special election to the CSD Board.
4. Acting as the legislative body of the Moreno Valley Community Services District Community Facilities District No. 2021-01, Adopt Resolution No. CSD 2021-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring The Results of an Election in its Community Facilities District No. 2021-01 (Parks Maintenance).
5. Introduce Ordinance No. CSD _____, an Ordinance of the Moreno Valley Community Services District of the City of Moreno Valley Levying a

Special Tax in Connection with its Community Facilities District No. 2021-01 (Parks Maintenance) and Taking Certain Related Actions.

SUMMARY

This report recommends that the CSD Board convene a Public Hearing, conduct a special election, and approve the Resolutions and Ordinance to form City of Moreno Valley Community Facilities District (CFD) No. 2021-01 (Parks Maintenance). This action only impacts the property owners, as identified herein, participating in tonight's special election.

DISCUSSION

As a condition of approval of development projects, the City requires developers to mitigate the cost of certain impacts created by the proposed development. As such, developers are required to construct, or provide for the construction of (i.e. payment of fees), certain park facilities and to provide an ongoing funding source for maintenance of those facilities.

The Mello-Roos Community Facilities Act of 1982 (the "Act") allows formation of a special financing district to fund certain services. If a property owner elects to annex their property into a district, it authorizes the City to levy a special tax, collected on the annual property tax bill, against property in the development project. Revenue from the special tax funds the operation and maintenance costs of certain improvements impacted by the development.

On July 8, 2003, CFD No. 1 (Park Maintenance) was formed, pursuant to the Act to provide the residential development community with a tool to provide this ongoing funding. Currently, there is not a tool for the non-residential development community. Hence, park facilities constructed in connection with a non-residential development (e.g. trails) are constructed without a revenue stream to fund their ongoing maintenance and operation.

On April 20, 2021, the CSD Board adopted its Resolution No. CSD 2021-10, initiating formation of CFD No. 2021-01 (Parks Maintenance). The rate and method of apportionment of special tax (the "RMA"), attached to the Resolution, establishes a tax rate for all development types (i.e. residential and non-residential). The rates were established based on the projected addition of new park facilities and the increased maintenance costs related to those facilities. The RMA assigns the formula to calculate the maximum special tax rate and outlines how the special tax is apportioned to properties annexed into the CFD. For example, the special tax rate for residential development is levied on a per parcel/dwelling unit basis, similar to CFD No. 1. The special tax rate for non-residential development is based on square footage of building area and differentiated based on land use (i.e. industrial, commercial, office). The special tax for non-residential parcels is lower than residential parcels since it is anticipated that employees will have less of an impact on the park facilities than

residents (i.e. residents will use park facilities more frequently than employees of non-residential projects).

The property owner of residential housing Tract 31590, D.R. Horton Los Angeles Holding Company, Inc., would like to use CFD No. 2021-01 to satisfy its condition of approval to develop 96 single-family residential lots. Tract 31590 is located east of Oliver St., west of Moreno Beach Dr. and bounded on the north by Alessandro Blvd. and on the south by Brodiaea Ave.

To complete formation proceedings of CFD No. 2021-01, the CSD Board is requested to first conduct a Public Hearing to give any persons interested, including persons owning property within the CFD, the opportunity to appear and present any matters relating to the proposed formation of the CFD. After the Public Hearing, the CSD Board can consider approval of the resolution to establish CFD No. 2021-01 and call for a special election in connection with the CFD (Attachment 1). If the resolution is approved, the Secretary of the Board can open and count the property owner's ballot. Provided the property owner approves the ballot, the CSD Board can approve the resolution declaring the results of the special election (Attachment 2) and introduce an Ordinance authorizing the levy of a special tax in connection with CFD No. 2021-01 (Attachment 3). The Ordinance will become effective 30 days after the second reading (scheduled for June 15, 2021), at which point the CSD can levy the special tax on the properties forming CFD No. 2021-01, consistent with the terms of the RMA.

Pursuant to Section 53321.5 of the Act, a CFD Report has been prepared and is included as Attachment 4. The boundary map for CFD 2021-01 is also included as Attachment 5.

It is anticipated that additional property owners of new development projects will request to annex into the CFD to satisfy their condition of approval of providing an ongoing funding source for parks maintenance. To streamline the process for the development community, designation of a future annexation area will be presented to the CSD Board at a future date.

ALTERNATIVES

1. Conduct the Public Hearing and approve the recommended actions as presented. *Staff recommends this alternative since it will provide a revenue stream for maintenance of park facilities constructed by both residential and non-residential development. It also provides alternative and equitable funding options for all development types.*
2. Open the Public Hearing and continue it to a future regularly scheduled meeting. *Staff does not recommend this alternative because it will delay announcement of the special election results and may delay project development.*

3. Conduct the Public Hearing, but do not approve the recommended actions as presented. *Staff does not recommend this alternative because it may delay project development. The City will incur additional costs to reinstate the process.*

FISCAL IMPACT

The RMA has separate tax rates for residential and non-residential development. The maximum special tax is subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) for All Urban Consumers for the Riverside-San Bernardino-Ontario Region as published by the Department of Labor's Bureau of Labor Statistics or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment.

The maximum special tax rates have been calculated to achieve full cost recovery. The maximum special tax rates cannot be increased beyond the annual inflationary adjustment without approval of the qualified electors (i.e. landowner or registered voters, depending upon the number of registered voters) who are subject to the tax. In the event revenues exceed expenditures for this program, the special tax rate applied to the property tax roll of those properties annexed into the CFD will be less than the maximum special tax rate.

Third party costs associated with formation of the CFD are projected at \$25,000 for a special tax consultant, special legal counsel, legal notice publication costs, recording costs, and other related expenses. Sufficient funds exist in the City's FY 2020/21 Adopted Operating Budget of the Special Districts Administrative Fund 2006-30-79-25701.

NOTIFICATION

The Press-Enterprise published the legal notice for tonight's Public Hearing on May 25, 2021, consistent with Government Code § 53339.4 and 53322.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Brian Mohan
Acting Assistant City Manager
Chief Financial Officer/City Treasurer

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 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 Establishing CFD 2021-01
- 2. Resolution Declaring Results of Election
- 3. Ordinance
- 4. CFD Report
- 5. Boundary Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/21/21 11:06 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/25/21 9:32 AM

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING ITS COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND CALLING A SPECIAL ELECTION IN CONNECTION WITH SAID DISTRICT

WHEREAS, the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act") authorizes the Board for the Moreno Valley Community Services District (the "CSD Board") to establish a community facilities district to finance certain services within the district; and

WHEREAS, by its Resolution No. CSD 2021-10, the CSD Board declared its intention to establish its Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"); and

WHEREAS, the initial boundaries of the CFD encompass Tract 31590; and

WHEREAS, the CFD Administrator has studied the proposed CFD and filed a report with the CSD Board containing the information required by Section 53321.5 of the Act (the "Report"); and

WHEREAS, the Report is on file in the Office of the City Clerk and available for public inspection; and

WHEREAS, on June 1, 2021, at 6:00 PM, in the City Council Chambers located at 14177 Frederick Street, Moreno Valley, California 92553, the CSD Board held a public hearing on the establishment of the CFD; and

WHEREAS, notice of the hearing was published as required by law; and

WHEREAS, at the hearing the CSD Board heard the testimony of all interested persons or taxpayers for or against the establishment of the CFD, the extent of the CFD, or the furnishing of specified types of public services; and

WHEREAS, a majority protest does not exist pursuant to Section 53324 of the Act with respect to the establishment of the CFD or any aspect of the CFD; and

WHEREAS, the CSD Board now desires to establish the CFD.

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

1. Recitals. The above recitals are all true and correct.
2. Establishment of CFD. The CSD Board hereby establishes the CFD pursuant to the Act.
3. Name of CFD. The CFD is designated “Moreno Valley Community Services District Community Facilities District No. 2014-01 (Parks Maintenance).”
4. Boundaries of the CFD. The boundaries of the CFD are shown on the map entitled “Proposed Boundaries Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, State of California”, which is on file in the office of the City Clerk and was recorded on May 5, 2021 in the Office of the Riverside County Recorder as page 95 of book 86 of the Book of Maps of Assessment and Community Facilities Districts.
5. Description of Services. The following is a general description of the services (the “Services”) to be provided:

Park Maintenance Services: Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 is created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

These services are in addition to those provided in the territory within the CFD prior to the establishment of the CFD and such Services will not supplant services already available within the territory.

6. Special Tax. Subject to voter approval, except where funds are otherwise available, a special tax sufficient to pay for the Services, secured by recordation of a continuing lien against all nonexempt real property in the CFD, will be annually levied within the CFD (the “Special Tax”). Under no circumstances will the special tax levied in any fiscal year against any parcel be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the CFD by more than 10 percent above the amount that would have been levied

in that fiscal year had there never been any such delinquencies or defaults. A complete description of the rate and method of apportionment of the Special Tax is attached hereto as Exhibit "B" and incorporated herein. The Special Tax will also fund the administrative expenses of the CFD, as described in Exhibit "B".

The Special Tax will be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. Notwithstanding the forgoing, any Special Taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.

7. Accountability Measures. The Special Tax will be subject to the following accountability measures:
 - (i) Proceeds of the Special Tax will be deposited in a special account and used only for the purpose of financing the costs identified in Section 5 of this Resolution; and
 - (ii) An annual report will be filed by the Special Districts Division of the Financial and Management Services Department of the City at least once a year containing a description of the amount of funds in the Special Account and the status of any costs identified in Section 4 of this Resolution.
8. Administration. The Financial and Management Services Department, which is located at 14177 Frederick Street, Moreno Valley, California 92553 and can be telephoned at 951.413.3470 will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.
9. Validity of Proceedings. The CSD Board finds that all proceedings taken in connection with the establishment of the CFD have been valid and in conformity with the requirements of the Act. Pursuant to Section 53325.1(b) of the Act, this finding is final and conclusive.
10. Appropriations Limit. The CSD Board proposes to establish an appropriations limit for the CFD, pursuant to Article XIII B, Section 8(h) of the California Constitution, at \$100 Million (the "Appropriations Limit"). Such limit shall be adjusted for changes in the cost of living, or changes in population, pursuant to Section 53325.7 of the Act.
11. Election. A special election of the CFD is hereby called for June 1, 2021 (the "Election"). The Election shall be held in the City Council Chambers located at 14177 Frederick Street, Moreno Valley, California 92553 immediately following the adoption of this Resolution, and closing fifteen minutes after the adoption of this Resolution. However, the Secretary of the CSD (the City Clerk of the City of Moreno Valley) may close the Election at any earlier time if all the qualified voters

have voted. All time limits specified in Section 53326 of the Act, analysis, arguments and all requirements of law pertaining to the conduct of the Election have been waived by unanimous written consent to such waiver from the qualified electors of the CFD. The Secretary of the CSD, as elections official, will conduct the election and has concurred with such waiver. The Secretary of the CSD may close the election and canvass the ballots once all ballots have been received. The vote will be by the landowners of the CFD, and each landowner of the CFD who is the owner of record at the close of the Hearing, or is the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the CFD. The CSD Board determines that the identities of the landowners of the CFD (and the number of acres, or portions thereof, of land in the CFD that is owned by each such landowner) is as set forth in Exhibit "A" to this Resolution, which is attached hereto and incorporated herein by reference.

12. Ballot Measure. The levy of the Special Tax, and the establishment of the Appropriations Limit, are hereby submitted to the qualified electors of the CFD at the Election. The question to be put to the qualified electors shall be as set forth below:

"Subject to accountability measures set forth in the resolution establishing City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD") shall an annual special tax be levied as set forth in such resolution, against each parcel of real property within the CFD to fund certain parks maintenance services, as well as administrative expenses of the CFD, and shall the appropriations limit for said CFD be established at \$100 Million?"

13. Conduct of Election. The Secretary of the CSD is authorized to take all actions necessary for the conduct of the Election.
14. Notice of Special Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until collection of the tax by the legislative body ceases. The special tax may not be prepaid, and is a perpetual annual tax.
15. Severability. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The CSD Board hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases hereof be declares invalid or unconstitutional.
16. Effective Date. This Resolution shall be effective immediately upon adoption.

17. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 1st day of June 2021

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 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 2021-___ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 1st day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Attachment: Resolution Establishing CFD 2021-01 (4288 : PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2021-

OWNER AND PARCEL INFORMATION FOR
COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT 2021-01
ELECTION

APN	Owner
486-240-002	D.R. Horton Los Angeles Holding Company, Inc.
486-240-011	D.R. Horton Los Angeles Holding Company, Inc.

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

A Special Tax shall be levied and collected in the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) ("CFD 2021-01") each Fiscal Year, in an amount determined by the application of the procedures described below. All Taxable Property (as defined below) in CFD 2021-01, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means an Accessory Dwelling Unit that is authorized by Section 9.09.130 of the Moreno Valley Municipal Code.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California (Section 53311 *et seq.*).

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD 2021-01: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the Community Services District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the Community Services District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from any delinquent Special Tax in CFD 2021-01.

"Agricultural Property" means all Assessor's Parcels devoted primarily to agricultural, timber, or livestock uses and being used for the commercial production of agricultural, timber, or livestock products.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by CFD 2021-01.

“Annual Special Tax Requirement” means that amount with respect to CFD 2021-01 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2021-01, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Assessor’s Data” means Units, Building Square Footage, Acreage, or other information contained in the records of the County Assessor for each Assessor’s Parcel.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County Assessor for purposes of identification.

“Building Square Foot(age)” means the structure square footage as shown on the building permit issued by the City or as contained in the Assessor’s Data.

“Board of Directors” means the Board of Directors of the Moreno Valley Community Services District, acting as the legislative body of CFD 2021-01.

“CFD 2021-01” means the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance), County of Riverside, State of California.

“CFD Administrator” means the person responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“City” means the City of Moreno Valley, County of Riverside, California.

“Commercial Property” means all Assessor’s Parcels of Developed Property (other than Office Property or Industrial Property) with a non-residential use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Community Services District” means the Moreno Valley Community Services District.

“County” means the County of Riverside, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD 2021-01 (i) that is improved with one or more structures that were in place on March 1 of the preceding Fiscal Year and were built subsequent to the inclusion of the territory of the Taxable Property in the Community Services District, (ii) for which a building permit for new construction was issued by the applicable land use authority prior to March 1 of the preceding Fiscal Year and/or (iii) is Mobile Home Property.

“Exempt Property” means all property located within the boundaries of CFD 2021-01 which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“GIS” means a geographic information system.

“Industrial Property” means all Assessor’s Parcels of Developed Property with an industrial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Maximum Special Tax” means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property that is imposed with a mix of two or more of single family residential, multi-family residential, mobile home, office, commercial or industrial uses. For an Assessor’s Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor’s Parcel.

“Mobile Home Property” means all Assessor’s Parcels of Developed Property with (i) one or more movable or portable dwellings connected to utilities and/or (ii) a building permit or other permit from the City to install utility connections at one or more space for a movable or portable dwelling. Units are the larger of (i) the number of movable or portable dwellings connected to utilities on the Assessor’s Parcel or (ii) the number of spaces authorized under building permits for such connections.

“Multi-Family Property” means all Assessor’s Parcels of Developed Property that either (i) include two or more Units or (ii) include only a single Unit of a larger structure that is part of condominium project as that term is defined in Civil Code Section 4125 or a townhome.

“Office Property” means all Assessor’s Parcels of Developed Property used as offices, including medical, dental offices and office condominiums, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Property Owner’s Association” means any property owner’s association. As used in this definition, a Property Owner’s Association includes any home-owner’s association, condominium owner’s association, master or sub-association.

“Property Owner’s Association Property” means any property which is (a) owned by a Property Owner’s Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

“Proportionately” means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors’ Parcels of Developed Property within CFD 2021-01.

“Public Property” means any property owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the City, the Community Services District, or any local government or other public agency.

“Single Family Property” means all Parcels of Developed Property with one permanent dwelling Unit,

according to Assessor's Data or as otherwise known by the CFD Administrator. Single Family Property does not include any property that is considered Multi-Family Property.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" means the greater of the increase in the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers for the Riverside-San Bernardino-Ontario County Region as published by the Department of Labor's Bureau of Labor Statistics or five percent (5%). If the CPI for the Riverside-San Bernardino-Ontario County area is discontinued, the CFD administrator may replace it with a similar index for the purposes of calculating the Annual Escalation Factor.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD 2021-01 at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD 2021-01, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD 2021-01 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all Parcels within the boundary of CFD 2021-01 that are not Exempt Property or exempt from the Special Tax pursuant to the Act.

"Undeveloped Property" means all Parcels of Taxable Property that are not Developed Property.

"Unit" means any individual single family detached or attached home, townhome, condominium, apartment, mobile home or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit on a Parcel of Single Family Property shall be considered a separate Unit for purposes of calculating the Special Tax.

"Welfare Exempt Property" means all Parcels within the boundaries of CFD 2021-01 receiving a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the Annual Special Tax Requirement for that Fiscal Year and shall identify each parcel of Taxable Property within CFD 2021-01. The property type, APN and characteristics of each such parcel should be updated based on the most current information reasonably available to the CFD Administrator, and a tax amount determined for each parcel as set forth in Section III, below.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD 2021-01 by the method shown below.

- First. Determine the Annual Special Tax Requirement.
- Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax described in the table below to satisfy the Annual Special Tax Requirement.

Under no circumstances will the Special Tax on any Assessor’s Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor’s Parcel within CFD No. 2021-01.

**TABLE 1
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 1
FISCAL YEAR 2021/22***

Property Type	Maximum Special Tax Rate	Per
Single Family Property	\$291.59	Unit
Multi-Family Property	291.59	Unit
Mobile Home Property	291.59	Unit
Commercial Property	18.69	1,000 Feet of Building Square Footage
Office Property	31.12	1,000 Feet of Building Square Footage
Industrial Property	9.07	1,000 Feet of Building Square Footage
Undeveloped Property	0	Parcel

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate for each Tax Zone shall be increased by the Tax Escalation Factor.*

Except as otherwise specifically provided in this document in the definition of Mobile Home Property, taxes shall be calculated based on the combined characteristics as of March 1 of the preceding Fiscal Year of (i) all improvements located on a parcel that were constructed after the territory of the parcel became a part of the Community Facilities District and (ii) all unbuilt improvements on the parcel for which a building permit has been issued.

Tax Zone No. 1 is the initial (and only) Tax Zone in CFD 2021-01. Other Tax Zones may be created in the future via the designation of annexation areas.

In some instances, an Assessor’s Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax for all Units and Building Square Feet of each property type on that Assessor’s Parcel.

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Agricultural Property, Property Owner Association Property, Welfare Exempt Property or Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The Community Services District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the Community Services District's discretion. Interpretations may be made by the Board of Directors by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the Community Services District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 2021-01, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within CFD 2021-01, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the CFD Administrator appealing the levy of the Special Tax. This notice is required to be filed with the CFD Administrator during the Fiscal Year the error is believed to have occurred. The CFD Administrator or its designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the CFD Administrator determines that the tax should be changed the Special Tax levy shall be corrected and, if applicable, a refund shall be granted.

The decision of the CFD Administrator may be appealed by the Taxpayer to the Board of Directors within 30 days of the issuance of a written determination by the CFD Administrator. Any decision of the Board of Directors shall be final.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action.

RESOLUTION NO. CSD 2021-_____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THE RESULTS OF AN ELECTION IN ITS COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

WHEREAS, the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act") authorizes the Board for the Moreno Valley Community Services District (the "CSD Board") to establish a community facilities district to finance certain services within the district; and

WHEREAS, by its prior resolution, the CSD Board established its Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD") and called a landowner mail-ballot election in connection with the CFD (the "Election"); and

WHEREAS, at the Election, the following question was presented to the voters: "Subject to accountability measures set forth in the resolution establishing Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD") shall an annual special tax be levied as set forth in such resolution, against each parcel of real property within the CFD to fund certain parks maintenance services, as well as administrative expenses of the CFD, and shall the appropriations limit for said CFD be established at \$100 Million?" (the "Measure"); and

WHEREAS, with the unanimous consent of the landowners in the CFD and of the Secretary of the CSD (the City Clerk of the City of Moreno Valley), as elections official, all time limits specified in Section 53326 of the Act and all requirements of law pertaining to the conduct of the Election have been waived; and

WHEREAS, having received ballots from all qualified voters, the Election was closed by the Secretary of the CSD; and

WHEREAS, the Secretary of the CSD has canvassed the ballots and the CSD Board now desires to declare and certify the results of the Election.

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

1. Recitals. The above recitals are all true and correct.
2. Canvass. The canvass of the Secretary of the CSD, which is on file in the office of

1

Resolution No. 2014-_____
Date Adopted: March 25, 2014

the Secretary of the CSD and incorporated herein by reference, is hereby approved.

- 3. Election Results. Pursuant to Section 53328 and 53328.3 of the Act, the CSD Board determines that the requisite two-thirds of votes cast in the Special Election approved the Measure.
- 4. Severability. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The CSD Board hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phases hereof be declares invalid or unconstitutional.
- 5. Effective Date. This Resolution shall be effective immediately upon adoption.
- 6. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 1st day of June 2021

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

2
 Resolution No. CSD 2021-
 Date Adopted: June 1, 2021

Attachment: Resolution Declaring Results of Election (4288 : PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2021-3
Date Adopted: June 1, 2021

Attachment: Resolution Declaring Results of Election (4288 : PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT

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 2021-___ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 1st day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2021-____ 4
Date Adopted: June 1, 2021

Attachment: Resolution Declaring Results of Election (4288 : PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT

ORDINANCE NO. CSD 2021-_____

AN ORDINANCE OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY LEVYING A SPECIAL TAX IN CONNECTION WITH ITS COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND TAKING CERTAIN RELATED ACTIONS

The Moreno Valley Community Services District of the City of Moreno Valley, California, acting as the legislative body of Community Facilities District No. 2021-01 (Parks Maintenance), does hereby ordain as follows:

SECTION 1. FINDINGS.

- A. The Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the “Act”) authorizes the Board of Directors (the “CSD Board”) of the Moreno Valley Community Services District (the “CSD”) to establish a community facilities district to finance certain services within the district.
- B. By its prior resolution, the CSD Board established the CSD’s Community Facilities District No. 2021-01 (Parks Maintenance) (the “CFD”).
- C. By its prior resolution, the CSD Board declared and certified the results of an election at which the landowners of the CFD approved a special tax in connection with the CFD (the “Special Tax”) and an appropriations limit for the CFD.
- D. CSD Board now desires to levy and impose the Special Tax and to take other related actions.

SECTION 2. LEVY OF SPECIAL TAX.

The annual Special Tax is levied pursuant to Section 53340 of the Act against all non-exempt parcels of real property within the CFD. The rate and method of apportionment of the Special Tax are described in Exhibit “A” to this Ordinance, which is incorporated herein by reference (the “Rate and Method of Apportionment”).

The Special Tax will be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. Notwithstanding the forgoing, any Special Taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.

Under no circumstances will the special tax levied in any fiscal year against any parcel be increased as a consequence of delinquency or default by the owner or owners

of any other parcel or parcels within the CFD by more than 10 percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. This tax may not be prepaid.

SECTION 3. USE OF TAX.

In addition to the administrative expenses described in the Rate and Method of Apportionment, proceeds of the Special Tax may be used to fund:

Park Maintenance Services: Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 is created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

These services are in addition to those provided in the territory within the CFD prior to the establishment of the CFD and such Services will not supplant services already available within the territory.

SECTION 4. ACCOUNTABILITY MEASURES.

The Special Tax will be subject to the following accountability measures:

- (i) Proceeds of the Special Tax will be deposited in a special account and used only for the purpose of financing the costs identified in Section 5 of this Ordinance; and
- (ii) An annual report will be filed by the Special Districts Division of the Financial and Management Services Department of the City at least once a year containing a description of the amount of funds in the Special Account and the status of any costs identified in Section 3 of this Ordinance.

SECTION 5. ADMINISTRATION.

The Special Districts Division of the Financial and Management Services Department, which is located at 14177 Frederick Street, Moreno Valley, California 92553 and can be telephoned at 951.413.3470 will be responsible for annually preparing a

current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

SECTION 6. APPROPRIATIONS LIMIT.

The CSD Board establishes an appropriations limit for the CFD, pursuant to Article XIII B, Section 8(h) of the California Constitution, at \$100 Million. Such limit shall be adjusted for changes in the cost of living, or changes in population, pursuant to Section 53325.7 of the Act.

SECTION 7. NOTICE OF SPECIAL TAX LIEN.

Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until collection of the tax by the legislative body ceases. The recordation of such notice is directed by the CSD Board.

SECTION 8. INTERPRETATION.

The CFD Administrator is authorized to issue such interpretations of this Ordinance as he or she feels is necessary or useful to administer the Special Tax. Any such interpretations may be ratified or disapproved by resolution of the CSD Board, but shall be treated as official interpretations in the absence of Council action.

SECTION 9. CORRECTION OF ERRORS.

If a Special Tax is calculated or applied in error with respect to a parcel, the CFD Administrator is authorized to modify or correct the Special Tax applied, and to issue a credit or refund as appropriate. The CFD Administrator will respond in writing to any written request from a taxpayer for a modification or correction. Any such written response may be appealed by the taxpayer through the filing of a claim following the normal claims procedures of the City.

SECTION 10. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The CSD Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases hereof be declared invalid or unconstitutional.

SECTION 11. EFFECT OF ENACTMENT.

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the CSD Board which addresses the same subject addressed herein.

SECTION 12. NOTICE OF ADOPTION.

Within fifteen days after the date of adoption hereof, the Secretary of the CSD (the City Clerk of the City of Moreno Valley) shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 13. EFFECTIVE DATE.

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 15th day of June 2021.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Attachment: Ordinance (4288 : PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Ordinance No. CSD-_____ had its first reading on June 1, 2021 and had its second reading on June 15, 2021, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Attachment: Ordinance (4288 : PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS

Exhibit A

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

A Special Tax shall be levied and collected in the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) ("CFD 2021-01") each Fiscal Year, in an amount determined by the application of the procedures described below. All Taxable Property (as defined below) in CFD 2021-01, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means an Accessory Dwelling Unit that is authorized by Section 9.09.130 of the Moreno Valley Municipal Code.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California (Section 53311 *et seq.*).

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD 2021-01: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the Community Services District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the Community Services District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from any delinquent Special Tax in CFD 2021-01.

"Agricultural Property" means all Assessor's Parcels devoted primarily to agricultural, timber, or livestock uses and being used for the commercial production of agricultural, timber, or livestock products.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by CFD 2021-01.

“Annual Special Tax Requirement” means that amount with respect to CFD 2021-01 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2021-01, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Assessor’s Data” means Units, Building Square Footage, Acreage, or other information contained in the records of the County Assessor for each Assessor’s Parcel.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County Assessor for purposes of identification.

“Building Square Foot(age)” means the structure square footage as shown on the building permit issued by the City or as contained in the Assessor’s Data.

“Board of Directors” means the Board of Directors of the Moreno Valley Community Services District, acting as the legislative body of CFD 2021-01.

“CFD 2021-01” means the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance), County of Riverside, State of California.

“CFD Administrator” means the person responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“City” means the City of Moreno Valley, County of Riverside, California.

“Commercial Property” means all Assessor’s Parcels of Developed Property (other than Office Property or Industrial Property) with a non-residential use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Community Services District” means the Moreno Valley Community Services District.

“County” means the County of Riverside, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD 2021-01 (i) that is improved with one or more structures that were in place on March 1 of the preceding Fiscal Year and were built subsequent to the inclusion of the territory of the Taxable Property in the Community Services District, (ii) for which a building permit for new construction was issued by the applicable land use authority prior to March 1 of the preceding Fiscal Year and/or (iii) is Mobile Home Property.

“Exempt Property” means all property located within the boundaries of CFD 2021-01 which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“GIS” means a geographic information system.

“Industrial Property” means all Assessor’s Parcels of Developed Property with an industrial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Maximum Special Tax” means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property that is imposed with a mix of two or more of single family residential, multi-family residential, mobile home, office, commercial or industrial uses. For an Assessor’s Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor’s Parcel.

“Mobile Home Property” means all Assessor’s Parcels of Developed Property with (i) one or more movable or portable dwellings connected to utilities and/or (ii) a building permit or other permit from the City to install utility connections at one or more space for a movable or portable dwelling. Units are the larger of (i) the number of movable or portable dwellings connected to utilities on the Assessor’s Parcel or (ii) the number of spaces authorized under building permits for such connections.

“Multi-Family Property” means all Assessor’s Parcels of Developed Property that either (i) include two or more Units or (ii) include only a single Unit of a larger structure that is part of condominium project as that term is defined in Civil Code Section 4125 or a townhome.

“Office Property” means all Assessor’s Parcels of Developed Property used as offices, including medical, dental offices and office condominiums, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Property Owner’s Association” means any property owner’s association. As used in this definition, a Property Owner’s Association includes any home-owner’s association, condominium owner’s association, master or sub-association.

“Property Owner’s Association Property” means any property which is (a) owned by a Property Owner’s Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

“Proportionately” means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors’ Parcels of Developed Property within CFD 2021-01.

“Public Property” means any property owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the City, the Community Services District, or any local government or other public agency.

“Single Family Property” means all Parcels of Developed Property with one permanent dwelling Unit,

according to Assessor's Data or as otherwise known by the CFD Administrator. Single Family Property does not include any property that is considered Multi-Family Property.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" means the greater of the increase in the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers for the Riverside-San Bernardino-Ontario County Region as published by the Department of Labor's Bureau of Labor Statistics or five percent (5%). If the CPI for the Riverside-San Bernardino-Ontario County area is discontinued, the CFD administrator may replace it with a similar index for the purposes of calculating the Annual Escalation Factor.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD 2021-01 at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD 2021-01, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD 2021-01 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all Parcels within the boundary of CFD 2021-01 that are not Exempt Property or exempt from the Special Tax pursuant to the Act.

"Undeveloped Property" means all Parcels of Taxable Property that are not Developed Property.

"Unit" means any individual single family detached or attached home, townhome, condominium, apartment, mobile home or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit on a Parcel of Single Family Property shall be considered a separate Unit for purposes of calculating the Special Tax.

"Welfare Exempt Property" means all Parcels within the boundaries of CFD 2021-01 receiving a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the Annual Special Tax Requirement for that Fiscal Year and shall identify each parcel of Taxable Property within CFD 2021-01. The property type, APN and characteristics of each such parcel should be updated based on the most current information reasonably available to the CFD Administrator, and a tax amount determined for each parcel as set forth in Section III, below.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD 2021-01 by the method shown below.

- First. Determine the Annual Special Tax Requirement.
- Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax described in the table below to satisfy the Annual Special Tax Requirement.

Under no circumstances will the Special Tax on any Assessor’s Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor’s Parcel within CFD No. 2021-01.

**TABLE 1
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 1
FISCAL YEAR 2021/22***

Property Type	Maximum Special Tax Rate	Per
Single Family Property	\$291.59	Unit
Multi-Family Property	291.59	Unit
Mobile Home Property	291.59	Unit
Commercial Property	18.69	1,000 Feet of Building Square Footage
Office Property	31.12	1,000 Feet of Building Square Footage
Industrial Property	9.07	1,000 Feet of Building Square Footage
Undeveloped Property	0	Parcel

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate for each Tax Zone shall be increased by the Tax Escalation Factor.*

Except as otherwise specifically provided in this document in the definition of Mobile Home Property, taxes shall be calculated based on the combined characteristics as of March 1 of the preceding Fiscal Year of (i) all improvements located on a parcel that were constructed after the territory of the parcel became a part of the Community Facilities District and (ii) all unbuilt improvements on the parcel for which a building permit has been issued.

Tax Zone No. 1 is the initial (and only) Tax Zone in CFD 2021-01. Other Tax Zones may be created in the future via the designation of annexation areas.

In some instances, an Assessor’s Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax for all Units and Building Square Feet of each property type on that Assessor’s Parcel.

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Agricultural Property, Property Owner Association Property, Welfare Exempt Property or Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The Community Services District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the Community Services District's discretion. Interpretations may be made by the Board of Directors by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the Community Services District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 2021-01, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within CFD 2021-01, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the CFD Administrator appealing the levy of the Special Tax. This notice is required to be filed with the CFD Administrator during the Fiscal Year the error is believed to have occurred. The CFD Administrator or its designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the CFD Administrator determines that the tax should be changed the Special Tax levy shall be corrected and, if applicable, a refund shall be granted.

The decision of the CFD Administrator may be appealed by the Taxpayer to the Board of Directors within 30 days of the issuance of a written determination by the CFD Administrator. Any decision of the Board of Directors shall be final.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action.

MORENO VALLEY COMMUNITY SERVICES DISTRICT

Community Facilities District Report For:

**Community Facilities District No. 2021-01
(Parks Maintenance)**

May 2021

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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1. INTRODUCTION

The Board of Directors (the "Board") of the Moreno Valley Community Services District (the "Moreno Valley CSD"), State of California pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), on April 20, 2021, adopted Resolution No. CSD 2021-10 entitled "A Resolution of the Board of Directors for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Establish its Community Facilities District No. 2021-01 (Parks Maintenance) and to Authorize the Levy of a Special Tax Therein" (the "Resolution of Intention") stating its intention to form the Moreno Valley Community Services District ("CSD") Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"). In the Resolution of Intention, the Board ordered the preparation of a written Community Facilities District Report (the "Report") for the CFD.

The Resolution of Intention described certain public services (the "Services") to be funded by the CFD and directed that the Report be prepared.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the City.

NOW, THEREFORE, I, Chairman of the Moreno Valley Community Services District Board of Directors, hereby submit the following data:

1. **DESCRIPTION OF SERVICES:** A general description of the authorized Services.
2. **COST ESTIMATE:** A cost estimate for Services, and a listing of the incidental expenses related thereto.
3. **PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT:** The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Facilities. The proposed boundaries of the CFD are described on the map of the CFD.
4. **RATE AND METHOD OF APPORTIONMENT:** The Rate and Method of Apportionment for the CFD.

Dated as of _____

By: _____
Chairman of the Moreno Valley Community Services District Board of Directors

Attachment: CFD Report (4288 : PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS



2. DESCRIPTION OF SERVICES

The public services and incidental costs authorized to be financed by the special taxes levied in the CFD consist of the following:

2.1 Park Maintenance Services

The following is a general description of the services (the "Services") to be provided:

Park Maintenance Services: Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 is created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

3. COST ESTIMATE

3.1 Cost Estimate

The CFD currently consists of Assessor’s Parcel Numbers 486-240-002 and 486-240-011. At build out, there is anticipated to be 96 single family residential lots within the CFD with an annual Services cost of \$27,992.64.

Service	Cost Estimate
Annual Services Cost	\$27,992.64
TOTAL	\$27,992.64



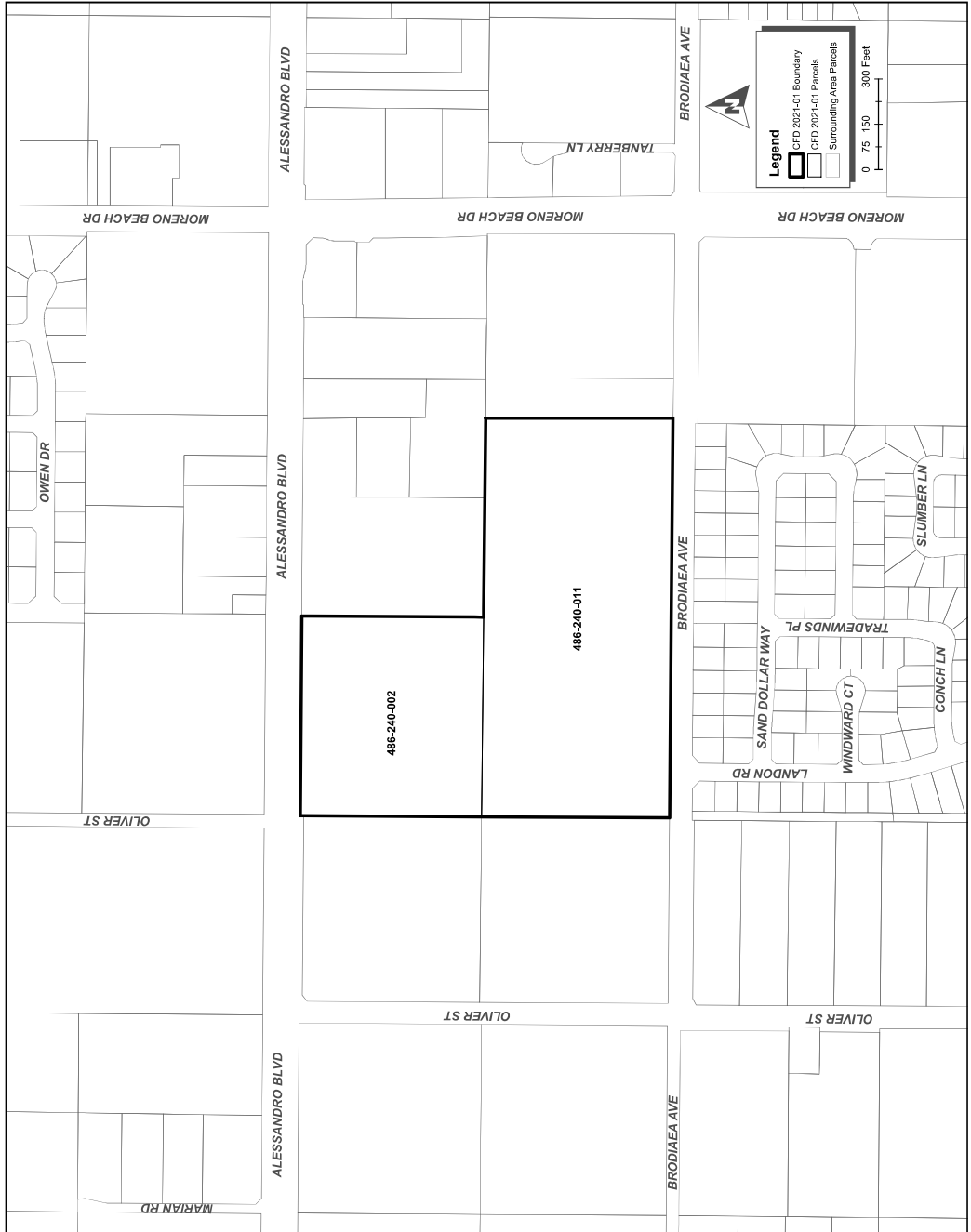
4. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT

The Boundary Map of the CFD is shown on the following page. The Boundary Map was recorded on May 5, 2021, as Document Number 2021-0280004, in Book 86 of Maps of Assessment and Community Facilities Districts at Page 95, in the Office of the County Recorder in the County of Riverside.



PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

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



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

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

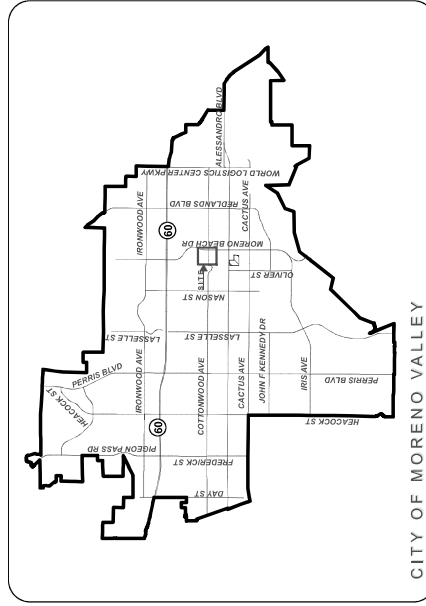
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

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

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
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



5. RATE AND METHOD OF APPORTIONMENT

The Rate and Method of Apportionment of the CFD is shown on the following pages.



**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

A Special Tax shall be levied and collected in the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) ("CFD 2021-01") each Fiscal Year, in an amount determined by the application of the procedures described below. All Taxable Property (as defined below) in CFD 2021-01, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means an Accessory Dwelling Unit that is authorized by Section 9.09.130 of the Moreno Valley Municipal Code.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California (Section 53311 *et seq.*).

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD 2021-01: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the Community Services District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the Community Services District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from any delinquent Special Tax in CFD 2021-01.

"Agricultural Property" means all Assessor's Parcels devoted primarily to agricultural, timber, or livestock uses and being used for the commercial production of agricultural, timber, or livestock products.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by CFD 2021-01.

“Annual Special Tax Requirement” means that amount with respect to CFD 2021-01 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2021-01, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Assessor’s Data” means Units, Building Square Footage, Acreage, or other information contained in the records of the County Assessor for each Assessor’s Parcel.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County Assessor for purposes of identification.

“Building Square Foot(age)” means the structure square footage as shown on the building permit issued by the City or as contained in the Assessor’s Data.

“Board of Directors” means the Board of Directors of the Moreno Valley Community Services District, acting as the legislative body of CFD 2021-01.

“CFD 2021-01” means the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance), County of Riverside, State of California.

“CFD Administrator” means the person responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“City” means the City of Moreno Valley, County of Riverside, California.

“Commercial Property” means all Assessor’s Parcels of Developed Property (other than Office Property or Industrial Property) with a non-residential use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Community Services District” means the Moreno Valley Community Services District.

“County” means the County of Riverside, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD 2021-01 (i) that is improved with one or more structures that were in place on March 1 of the preceding Fiscal Year and were built subsequent to the inclusion of the territory of the Taxable Property in the Community Services District, (ii) for which a building permit for new construction was issued by the applicable land use authority prior to March 1 of the preceding Fiscal Year and/or (iii) is Mobile Home Property.

“Exempt Property” means all property located within the boundaries of CFD 2021-01 which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“GIS” means a geographic information system.

“Industrial Property” means all Assessor’s Parcels of Developed Property with an industrial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Maximum Special Tax” means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property that is imposed with a mix of two or more of single family residential, multi-family residential, mobile home, office, commercial or industrial uses. For an Assessor’s Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor’s Parcel.

“Mobile Home Property” means all Assessor’s Parcels of Developed Property with (i) one or more movable or portable dwellings connected to utilities and/or (ii) a building permit or other permit from the City to install utility connections at one or more space for a movable or portable dwelling. Units are the larger of (i) the number of movable or portable dwellings connected to utilities on the Assessor’s Parcel or (ii) the number of spaces authorized under building permits for such connections.

“Multi-Family Property” means all Assessor’s Parcels of Developed Property that either (i) include two or more Units or (ii) include only a single Unit of a larger structure that is part of condominium project as that term is defined in Civil Code Section 4125 or a townhome.

“Office Property” means all Assessor’s Parcels of Developed Property used as offices, including medical, dental offices and office condominiums, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Property Owner’s Association” means any property owner’s association. As used in this definition, a Property Owner’s Association includes any home-owner’s association, condominium owner’s association, master or sub-association.

“Property Owner’s Association Property” means any property which is (a) owned by a Property Owner’s Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

“Proportionately” means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors’ Parcels of Developed Property within CFD 2021-01.

“Public Property” means any property owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the City, the Community Services District, or any local government or other public agency.

“Single Family Property” means all Parcels of Developed Property with one permanent dwelling Unit,

according to Assessor’s Data or as otherwise known by the CFD Administrator. Single Family Property does not include any property that is considered Multi-Family Property.

“**Special Tax**” means the amount levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Annual Special Tax Requirement.

“**Tax Escalation Factor**” means the greater of the increase in the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers for the Riverside-San Bernardino-Ontario County Region as published by the Department of Labor’s Bureau of Labor Statistics or five percent (5%). If the CPI for the Riverside-San Bernardino-Ontario County area is discontinued, the CFD administrator may replace it with a similar index for the purposes of calculating the Annual Escalation Factor.

“**Tax Zone**” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. **All the Taxable Property within CFD 2021-01 at the time of its formation is within Tax Zone No. 1.** Additional Tax Zones may be created when property is annexed to CFD 2021-01, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone when such Parcels are annexed to CFD 2021-01 shall be identified by Assessor’s Parcel number in the annexation documents at the time of annexation.

“**Taxable Property**” means all Parcels within the boundary of CFD 2021-01 that are not Exempt Property or exempt from the Special Tax pursuant to the Act.

“**Undeveloped Property**” means all Parcels of Taxable Property that are not Developed Property.

“**Unit**” means any individual single family detached or attached home, townhome, condominium, apartment, mobile home or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit on a Parcel of Single Family Property shall be considered a separate Unit for purposes of calculating the Special Tax.

“**Welfare Exempt Property**” means all Parcels within the boundaries of CFD 2021-01 receiving a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the Annual Special Tax Requirement for that Fiscal Year and shall identify each parcel of Taxable Property within CFD 2021-01. The property type, APN and characteristics of each such parcel should be updated based on the most current information reasonably available to the CFD Administrator, and a tax amount determined for each parcel as set forth in Section III, below.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD 2021-01 by the method shown below.

- First. Determine the Annual Special Tax Requirement.
- Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax described in the table below to satisfy the Annual Special Tax Requirement.

Under no circumstances will the Special Tax on any Assessor’s Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor’s Parcel within CFD No. 2021-01.

TABLE 1
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 1
FISCAL YEAR 2021/22*

Property Type	Maximum Special Tax Rate	Per
Single Family Property	\$291.59	Unit
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Industrial Property	9.07	1,000 Feet of Building Square Footage
Undeveloped Property	0	Parcel

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate for each Tax Zone shall be increased by the Tax Escalation Factor.*

Except as otherwise specifically provided in this document in the definition of Mobile Home Property, taxes shall be calculated based on the combined characteristics as of March 1 of the preceding Fiscal Year of (i) all improvements located on a parcel that were constructed after the territory of the parcel became a part of the Community Facilities District and (ii) all unbuilt improvements on the parcel for which a building permit has been issued.

Tax Zone No. 1 is the initial (and only) Tax Zone in CFD 2021-01. Other Tax Zones may be created in the future via the designation of annexation areas.

In some instances, an Assessor’s Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax for all Units and Building Square Feet of each property type on that Assessor’s Parcel.

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Agricultural Property, Property Owner Association Property, Welfare Exempt Property or Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The Community Services District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the Community Services District's discretion. Interpretations may be made by the Board of Directors by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the Community Services District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 2021-01, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within CFD 2021-01, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

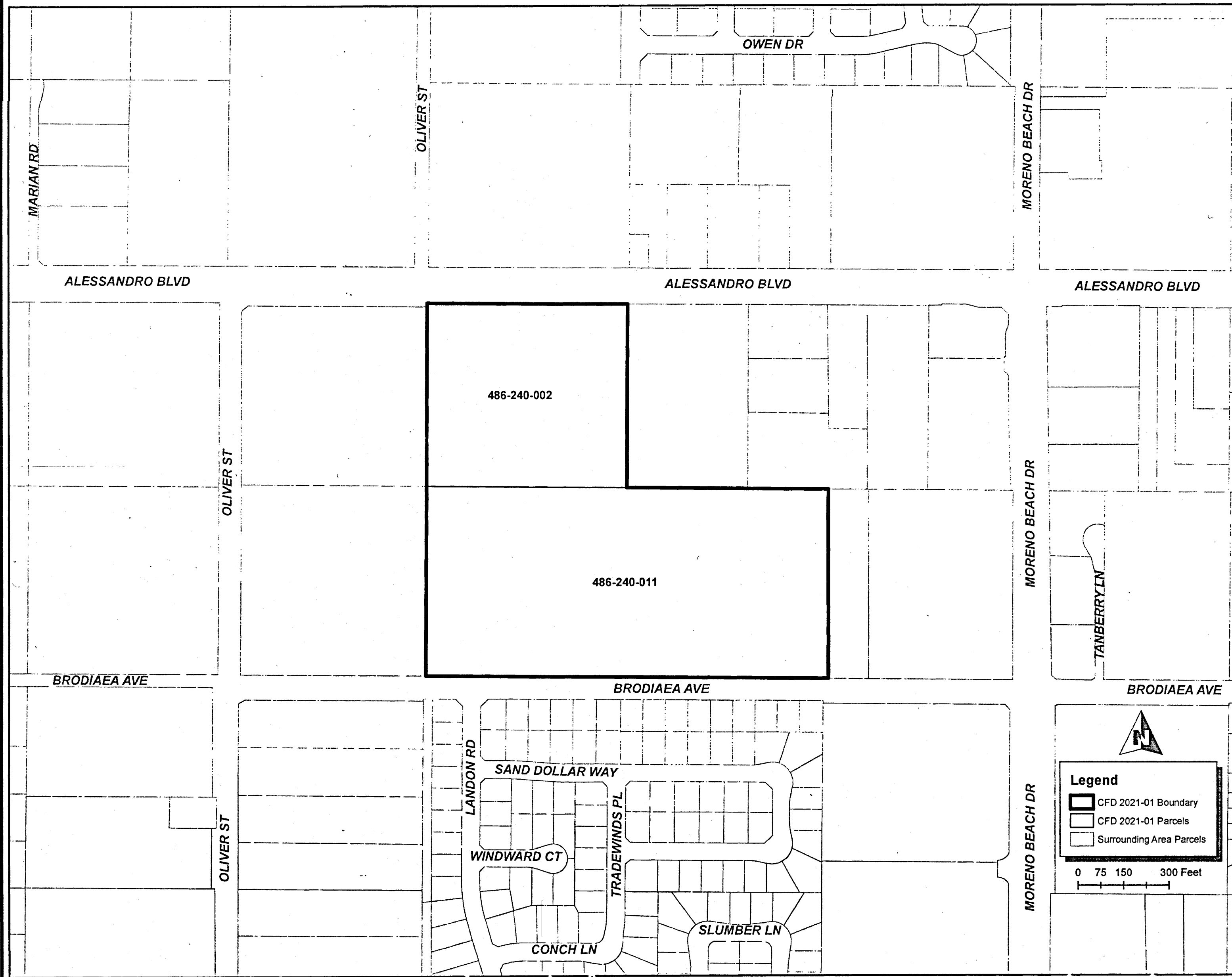
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The decision of the CFD Administrator may be appealed by the Taxpayer to the Board of Directors within 30 days of the issuance of a written determination by the CFD Administrator. Any decision of the Board of Directors shall be final.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action.

PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

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



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF April, 2021.

Pat Jacques-Nares
CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE 20 DAY OF April, 2021, BY ITS RESOLUTION NO. CSD 2021-10.

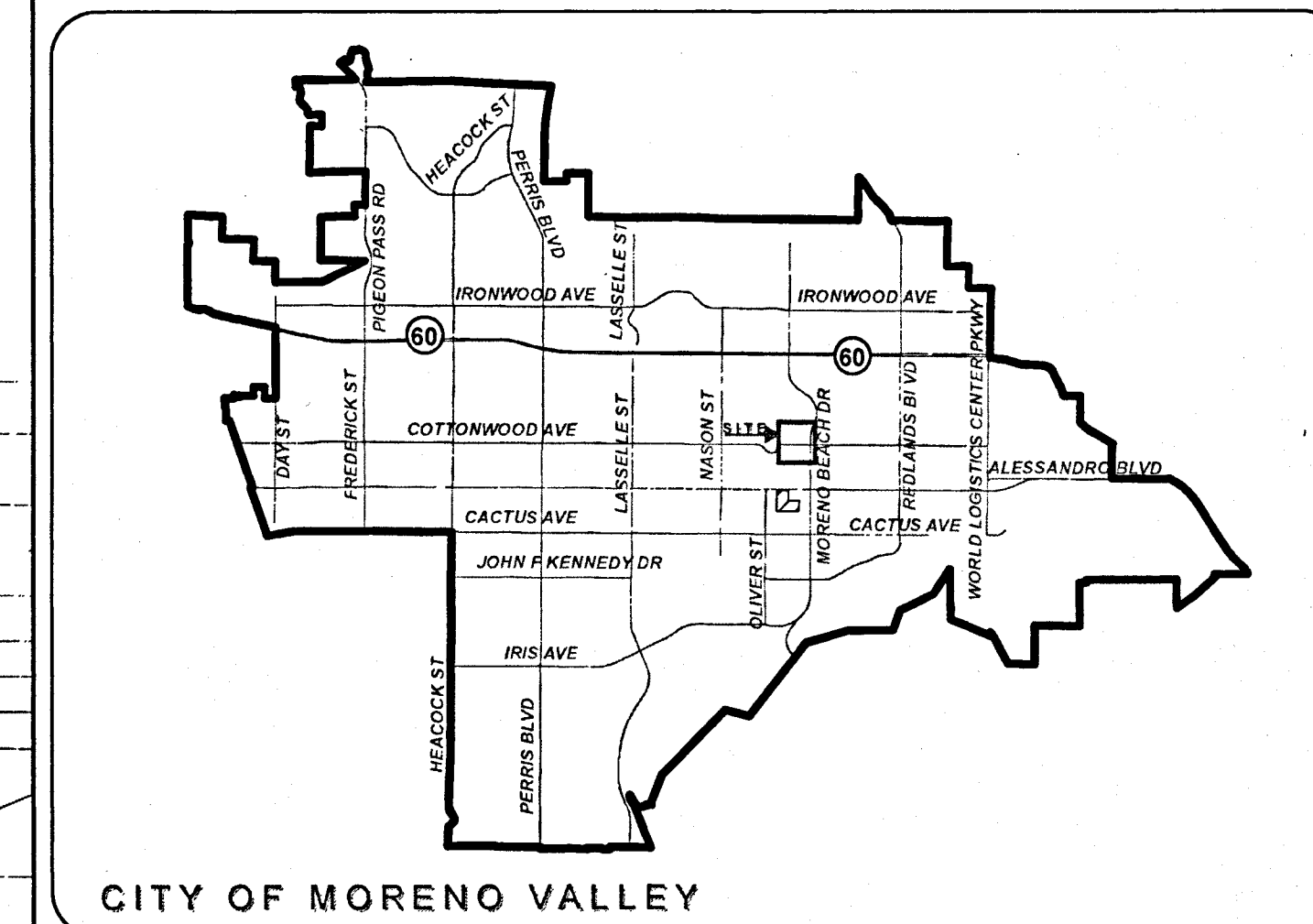
Pat Jacques-Nares
CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS 5th DAY OF May, 2021, AT THE HOUR OF 1:20 O'CLOCK P.M., IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Deputy. *Jackie CH*
COUNTY RECORDER - Assessor County Clerk - Peter Aldana
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA Fee: \$ 9.00 No. 2021-0280004

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

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





Report to City Council

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

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: June 1, 2021

TITLE: PUBLIC HEARING AND ADOPTION OF THE CAPITAL
 IMPROVEMENT PLAN FOR FISCAL YEARS 2021/22 &
 2022/23

RECOMMENDED ACTION

Recommendations:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. 2021-XX, approving the Capital Improvement Plan for FYs 2021/22 & 2022/23;
2. Following the adoption of the Capital Improvement Plan (CIP), authorize the Public Works Director to make any minor adjustments in order to finalize the adopted CIP for public distribution;
3. Authorize the Chief Financial Officer to consolidate the approved CIP Budget with the approved and adopted City Operating Budget for FY 2021/22 and FY 2022/23.

Recommendation:

1. Acting in its capacity as the Board of Directors of the Moreno Valley Housing Authority of the City of Moreno Valley, conduct a Public Hearing to Approve and Adopt Resolution No. HA 2021-XX, a Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FYs 2021/22 & 2022/23.

Recommendation:

1. Acting in its capacity as the Board of Directors of the Community Services District of the City of Moreno Valley, conduct a Public Hearing to Approve and Adopt Resolution No. CSD 2021-XX, a Resolution of the Community Services District of the City of Moreno Valley, California, adopting the Capital Improvement Plan for FYs 2021/22 & 2022/23.

SUMMARY

The CIP identifies the City of Moreno Valley's capital improvement needs, overseen by the City's Public Works Department, for each fiscal year and prioritizes them based on City Council direction and anticipated funding availability. In consort with the City's Operating Budget, staff produces an updated CIP every two years, which is brought before the City Council for their consideration.

DISCUSSION

The purpose of the CIP is to serve as a planning tool that identifies needed improvements and establishes long-term funding. The document tracks the use of resources for designing and managing, acquiring easements, constructing, and rehabilitating City infrastructure, such as buildings, parks, bridges, and streets. The CIP also provides a framework for funding capital projects and helps the City forecast and coordinate long-term needs. Capital planning ensures the timely repair and replacement of aging infrastructure and the implementation of community priorities to meet the demands of a growing and changing population. The Proposed CIP contains the list of projects comprising the budget and expenditures as well as scheduling that will enable critical projects to move forward to a timely and fiscally responsible conclusion.

The Proposed CIP identifies and estimates the costs of planning, designing, and constructing the following types of projects anticipated through build-out of the City:

- Street and Highways
- Bridges
- Buildings
- Drainage
- Electric Utility
- Landscaping
- Parks
- Traffic Signals
- Underground Utilities
- Other

City staff has completed a full review of all project needs through build-out of the City. The recommended priorities, as proposed with the funding requests in FY 2021/22 and FY 2022/23, are based on economic feasibility, community enhancement and need, infrastructure, safety, and anticipated development trends within the City. The proposed two-year CIP also incorporates projects to implement strategic plan priorities, objectives, and initiatives from the Council approved Momentum MoVal document.

California Government Code Section 66002 provides that the CIP shall be updated and adopted by a resolution, of the governing body of the local agency, at a public hearing. The Proposed CIP was made available for public review on May 11, 2021 and a public notice was published in the Press Enterprise. The CIP for FYs 2021/22 & 2022/23 book is not attached to this report due to its size and is available for review on the City's Public website. The forty-five (45) projects with new fund requests in FY 2021/22 and FY 2022/23 are attached to this report for review.

The CIP was presented to the Finance Sub-Committee on April 27, 2021 and was recommended to move forward to Council. The CIP was also presented to the Planning Commission on May 13, 2021 and was found to be in conformance with the City's General Plan. Since the review of the CIP by the Finance Sub-committee meeting, Parks and Community Services has added one project to the draft document. The project is regarding landscape improvements for the Juan Bautista de Anza Trail area. Please see page 39 in attachment No. 5 for more details.

If approved, staff anticipates submitting the CIP and required documents to the California Society of Municipal Finance Offices Capital Budget award program for consideration.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report and as set forth in the proposed Resolutions and Capital Improvement Plan. *Staff recommends this alternative as it will allow for implementing the funding, planning, design, and construction of necessary capital improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report and as set forth in the proposed Resolutions and Capital Improvement Plan and direct staff to return with changes. *Staff does not recommend this alternative as it will delay the funding, planning, design, and construction of necessary capital improvements.*

FISCAL IMPACT

Projects have been identified as funded and partially funded for FY 2021/22 - FY 2022/23 and beyond to better understand all of the future needs for the City. However, the actions recommended in this staff report for the Capital Improvement Plan approves the funding and expenditure plan for FY 2021/22 and FY2022/23 only.

Section	Description	FY 2021/22 New Request	FY 2022/23 New Request	Total
80001	Street Improvements	\$4,235,000	\$4,185,000	\$8,420,000
80002	Bridges	\$10,000	\$10,000	\$20,000

80003	Buildings	\$3,658,705	\$838,705	\$4,497,410
80004	Drainage, Sewers, and Waterlines	\$1,880,000	\$80,000	\$1,960,000
80005	Electric Utility	\$1,489,536	\$5,300,900	\$6,790,436
80006	Landscaping	\$1,915,000	\$1,035,000	\$2,950,000
80007	Parks	\$2,705,000	\$447,000	\$3,152,000
80008	Traffic Signals	\$400,000	\$100,000	\$500,000
	Total	\$16,293,241	\$11,996,605	\$28,289,846

The project sheets attached to this staff report provide information regarding the proposed funding source for each project requesting new funding over the next two years. **There is no impact to the General Fund.** A summary of the funding sources for the projects in FY 2021/22 and FY 2022/23 are as follows:

Air Quality Management Incentives	\$ 40,000
Community Facility District Fees	\$702,000
Co-Opt Agreements – Riverside County Flood Control	\$ 1,800,000
Development Impact Fees	\$475,000
Equipment Replacement Reserve	\$ 1,000,000
Facilities Replacement Reserve	\$ 2,258,691
Highway Users Tax Account (HUTA) / Gas Tax	\$ 1,320,000
Measure A	\$ 280,000
Moreno Valley Utility – Lease Revenue Bonds / 2018 Streetlight Financing	\$ 6,790,436
Parkland Improvements Fees	\$ 2,125,000
Quimby In-Lieu Park Fees	\$ 605,000
Road Maintenance and Rehabilitation Account (RMRA) / SB1	\$ 7,200,000
Special Districts Landscape Zones/Medians / Districts Fees	\$ 2,900,000
Storm Water Management Fees	\$ 160,000
Traffic Mitigation Fees	\$ 100,000
Zone A Park Fees	\$ 533,719

NOTIFICATION

Notice of this meeting was published in the Press Enterprise newspaper on May 12, 2021. Additional notification was made available through the City website and Publication of the agenda. As of the date of this report preparation, staff has not received any public inquiries in response to the notice for this Capital Improvement Plan adoption.

PREPARATION OF STAFF REPORT

Prepared By:
Launa Jimenez
Senior Management Analyst

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

Concurred By:
Henry Ngo, P.E.

Capital Projects Division Principal 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. FY 2021.22 & 2022.23 CIP - City Resolution
2. FY 2021.22 & 2022.23 CIP - HA Resolution
3. FY 2021.22 & 2022.23 CIP - CSD Resolution
4. FY 2021.22 & 2022.23 CIP - Revisions to the Proposed CIP
5. FY 2021.22 & 2022.23 CIP - New Funding Requests

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/24/21 12:14 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/25/21 9:43 AM

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FYs 2021/22 & 2022/23

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Capital Improvement Plan (CIP) for the City for FYs 2021/22 & 2022/23, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the City; and

WHEREAS, the said Proposed CIP proposes certain budget expenditures necessary to meet the expenditure requirements and to provide available resources to the City; and

WHEREAS, the Proposed CIP, as herein approved, will provide the City the necessary financial plans and enable critical projects to move forward to a timely and fiscally responsible conclusion; and

WHEREAS, certain capital projects commitments have been previously approved by the City Council for appropriation in fiscal year 2020/2021 and current adoption of fiscal year 2021/22, and the Chief Financial Officer shall be authorized to carry over such appropriation budgets for these items as approved by the City Manager; and

WHEREAS, following the adoption of the Capital Improvement Plan (CIP), the Public Works Director is authorized to make any minor adjustments in order to finalize the adopted CIP for public distribution.

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

1. The Proposed CIP is hereby approved and adopted as the capital budget of the City of Moreno Valley for the FYs 2021/22 & 2022/23.
2. The proposed budget expenditures and estimated revenues as set forth in the Proposed Capital Improvement Plan and detailed as Exhibit A and Exhibit B to this resolution, are approved, hereby appropriated for the various budget programs and will be consolidated with the approved and adopted City Operating Budget for FYs 2021/22 & 2022/23.
3. Pursuant to Section 53901 of the California Government Code, by no later

1

Resolution No. 2021-_____
Date Adopted: June 1, 2021

than August 30, 2021, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

- 4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of June, 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2021-2
Date Adopted: June 1, 2021

Attachment: FY 2021.22 & 2022.23 CIP - City Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

EXHIBIT A

Budget Transfers

FY 2021/22 New Request

Transfers In			Transfers Out		
<u>Account</u>		<u>Total</u>	<u>Account</u>		<u>Total</u>
3000-99-99-93000-802907	Transfer from Fund 2907	\$200,000.00	2907-99-95-92907-903000	Transfer to Fund 3000	\$200,000.00
3000-99-99-93000-802908	Transfer from Fund 2908	\$250,000.00	2908-99-95-92908-903000	Transfer to Fund 3000	\$250,000.00
3000-99-99-93000-802910	Transfer from Fund 2910	\$25,000.00	2910-99-95-92910-903000	Transfer to Fund 3000	\$25,000.00
3000-99-99-93000-807330	Transfer from Fund 7330	\$1,449,986.00	7330-99-99-97330-903000	Transfer to Fund 3000	\$1,449,986.00
3000-99-99-93000-807510	Transfer from Fund 7510	\$1,000,000.00	7510-99-97-88190-903000	Transfer to Fund 3000	\$1,000,000.00
3006-99-99-93006-805113	Transfer from Fund 5113	\$250,000.00	5113-99-99-95113-903006	Transfer to Fund 3006	\$250,000.00
3015-99-99-93015-802905	Transfer from Fund 2905	\$2,125,000.00	2905-99-95-92905-903015	Transfer to Fund 3015	\$2,125,000.00
3016-99-99-93016-802019	Transfer from Fund 2019	\$450,000.00	2019-99-99-92019-903016	Transfer to Fund 3016	\$450,000.00
	Total	<u>\$5,749,986.00</u>		Total	<u>\$5,749,986.00</u>

FY 2022/23 New Request

Transfers In			Transfers Out		
<u>Account</u>		<u>Total</u>	<u>Account</u>		<u>Total</u>
3000-99-99-93000-807330	Transfer from Fund 7330	\$808,705.00	7330-99-99-97330-903000	Transfer to Fund 3000	\$808,705.00
3006-99-99-93006-805113	Transfer from Fund 5113	\$250,000.00	5113-99-99-95113-903006	Transfer to Fund 3006	\$250,000.00
3016-99-99-93016-802019	Transfer from Fund 2019	\$155,000.00	2019-99-99-92019-903016	Transfer to Fund 3016	\$155,000.00
	Total	<u>\$1,213,705.00</u>		Total	<u>\$1,213,705.00</u>

Attachment: FY 2021.22 & 2022.23 CIP - City Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

CIP Project - Expenditure/ Estimated Revenue Budgets				
Expenditures				
Project Number	Fund	Project Description	Expenditures	
			FY 2021/22	FY 2022/23
801 0015 70 76	2000	Residential Traffic Mgmt Prgrm	50,000	50,000
2000-70-76-80001-720199			50,000	50,000
801 0008 70 77	2000	Annual ADA Compliant Access Upgrades		200,000
801 0065	2000	Easement Acquisition for Street Purposes	25,000	25,000
801 0010 70 77	2000	Heacock Street South Extension	50,000	
801 0083	2000	Pavement Management Program (PMP)		150,000
801 0092	2000	Perris Boulevard/ 330 Ft North of Bay Avenue to 660 Ft North of Bay Avenue	250,000	
801 0089	2000A	Citywide Pavement Rehabilitation Program FY21/22	3,600,000	
801 0090	2000A	Citywide Pavement Rehabilitation Program FY22/23		3,600,000
2000-70-77-80001-720199			3,925,000	3,975,000
801 0091	2000	Citywide Concrete Repair	100,000	100,000
2000-70-78-80001-720199			100,000	100,000
802 0002 70 77	2000	Bridge Annual Inspection Program	10,000	10,000
2000-70-77-80002-720199			10,000	10,000
808 0033	2000	Citywide Traffic Sign Retroreflectivity Inventory (2022)	100,000	
808 0013 70 76	2000	Traffic Signal Equipment Upgrades	200,000	
2000-70-76-80008-720199			300,000	-
801 0017 70 78	2001	Annual Pavement Maintenance - Crack Seal	60,000	60,000
2001-70-78-80001-720199			60,000	60,000
808 0013 70 76	2001	Traffic Signal Equipment Upgrades	80,000	80,000
2001-70-76-80008-720199			80,000	80,000
808 0004 70 76	2005	Traffic Signal Coordination Program	20,000	20,000
2005-70-76-80008-720199			20,000	20,000
804 0018	2008	Citywide Full Trash Capture Device Installaton	80,000	80,000
2008-70-29-80004-720199			80,000	80,000
806 SD	2050	Landscape Maintenance Districts Capital Improvement Renovation		50,000
2050-30-79-79006-720199			-	50,000
803 0052	3000	Main Library Renovation (Design)	250,000	
3000-50-56-80003-720199			250,000	-
803 0051	3000	Grand Valley Ballroom Patio Lighting	200,000	
3000-50-57-80003-720199			200,000	-
803 0043	3000	Corporate Yard Master Plan Improvements	25,000	
3000-70-29-80003-720199			25,000	-
803 0050	3000	Fire Alarm Systems Replacement	808,705	808,705
803 0053	3000	Public Safety Building HVAC Replacement	1,500,000	
803 0054	3000	Roof Rehabilitation	141,281	
3000-70-40-80003-720199			2,449,986	808,705
804 0008	3002	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	1,800,000	
3002-70-77-80004-720199			1,800,000	-
801 0073	3004	Juan Bautista de Anza MultiUse Trail - ATP 2	100,000	
3004-70-76-80001-720199			100,000	-
807 0055	3006	Juan Bautista de Anza Trail Improvements	250,000	250,000
3006-50-57-80007-720199			250,000	250,000
807 0056	3015	Moreno Valley Community Park Picnic Shelter Replacement	175,000	
807 0057	3015	Morrison Park Ball Field Lighting LED Retrofit	700,000	
807 0058	3015	Pump Track at March Field Park	1,250,000	
3015-50-57-80007-720199			2,125,000	-

Attachment: FY 2021.22 & 2022.23 CIP - City Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

Project Number	Fund	Project Description	Expenditures	
			FY 2021/22	FY 2022/23
803 0030	3016	Park Restroom Renovations at Various Sites	200,000	30,000
		3016-50-57-80003-720199	200,000	30,000
807 0005	50 57	Annual ADA Park Improvements	50,000	50,000
807 0004	50 57	Replacement Playground Equipment	200,000	75,000
		3016-50-57-80007-720199	250,000	125,000
803 0054	5011	Roof Rehabilitation	533,719	
		5011-50-57-80003-720199	533,719	-
806 SD	5013	Landscape Maintenance Districts Capital Improvement Renovation	51,000	
		5013-30-79-79006-720199	51,000	-
806 SD	5014	Landscape Maintenance Districts Capital Improvement Renovation	600,000	425,000
		5014-30-79-79006-720199	600,000	425,000
806 SD	5111	Landscape Maintenance Districts Capital Improvement Renovation	996,000	500,000
		5111-30-79-79006-720199	996,000	500,000
806 SD	5112	Landscape Maintenance Districts Capital Improvement Renovation	268,000	60,000
		5112-30-79-79006-720199	268,000	60,000
807 0052	5113	Drinking Fountain Replacements at Various Parks	30,000	22,000
807 0053	5113	LED Lighting Improvements at Various Parks	50,000	50,000
		5113-50-57-80007-720199	80,000	72,000
805 0058	6011	Alessandro/ Day/ Cactus Loop		1,210,000
805 0059	6011	Curbside Electric Vehicle Charging Station	66,000	
805 0060	6011	Electric Vehicle Charging Station Corporate Yard	116,000	
805 0055	6011	Eucalyptus Avenue Line Extension	591,536	
805 0061	6011	Gas Switch Alternatives		687,500
805 0062	6011	Indian Street Line Extension from Gentian Avenue to Iris Avenue		1,146,200
805 0063	6011	iS5 Network Cyber Security	95,000	
805 0056	6011	Moreno Beach Bridge Conduit Project	400,000	
805 0064	6011	Moreno Beach Drive Line Extension from Cactus Avenue to John F. Kennedy Drive		1,155,000
805 0065	6011	Moreno Valley Fire Station #6 SCE to MVU Cutover	141,000	
805 0066	6011	MoVal Substation Relay Upgrades	80,000	
805 0067	6011	Nason Street Loop Tie from Iris Avenue to Cactus Avenue		1,102,200
		6011-70-80-80005-720199	1,489,536	5,300,900
		Expenditure Total	16,293,241	11,996,605
Estimated Revenues			Estimated Revenues	
			FY 2021/22	FY 2022/23
804 0008	3002	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	1,800,000	
		3002-99-99-93002-500600	\$1,800,000	\$0
		Estimated Revenue Total	\$1,800,000	\$0

Note: Establishing estimated revenues at this time. Staff will return to Council if final approval of awards/agreements are needed by the granting agency.

Attachment: FY 2021.22 & 2022.23 CIP - City Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

RESOLUTION NO. HA 2021-_____

A RESOLUTION OF THE MORENO VALLEY HOUSING
 AUTHORITY OF THE CITY OF MORENO VALLEY,
 CALIFORNIA, ADOPTING THE CAPITAL
 IMPROVEMENT PLAN FOR FYS 2021/22 & 2022/23

WHEREAS, the City Manager has heretofore submitted to the Chairperson and the Board of Directors of the Moreno Valley Housing Authority a Proposed Capital Improvement Plan (CIP) for the Housing Authority for FYS 2021/22 & 2022/23, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Moreno Valley Housing Authority; and

WHEREAS, the said Proposed CIP proposes certain budget expenditures necessary to meet the expenditure requirements and to provide available resources to the City; and

WHEREAS, the Proposed CIP, as herein approved, will provide the Moreno Valley Housing Authority the necessary financial plans and will enable critical projects to move forward to a timely and fiscally responsible conclusion; and

WHEREAS, certain capital projects commitments have been previously approved by the Housing Authority for appropriation in fiscal year 2020/2021 and current adoption of fiscal year 2021/22, and the Chief Financial Officer shall be authorized to carry over such appropriation budgets for these items as approved by the City Manager; and

WHEREAS, following the adoption of the Capital Improvement Plan (CIP), the Public Works Director is authorized to make any minor adjustments in order to finalize the adopted CIP for public distribution.

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

1. The Proposed CIP is hereby approved and adopted as the capital budget of the Moreno Valley Housing Authority for the FYS 2021/22 & 2022/23.
2. The proposed budget expenditures and estimated revenues as set forth in the Proposed Capital Improvement Plan and detailed as Exhibit A and Exhibit B to this resolution, are approved, hereby appropriated for the various budget programs and will be consolidated with the approved and adopted City Operating Budget for FYS 2021/22 & 2022/23.
3. Pursuant to Section 53901 of the California Government Code, by no later

1

Resolution No. HA 2021-_____
 Date Adopted: June 1, 2021

than August 30, 2021, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

- 4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of June, 2021.

 Mayor of the City of Moreno Valley,
 Acting in the capacity of Chairman of the
 Moreno Valley Housing Authority

ATTEST:

 City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Housing Authority

APPROVED AS TO FORM:

 City Attorney, acting in the capacity
 of General Counsel of the Moreno
 Valley Housing Authority

Attachment: FY 2021.22 & 2022.23 CIP - HA Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2021-_____ was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 1st day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Commissioners, Vice Chairperson and Chairperson)

SECRETARY

(SEAL)

Resolution No. HA 2021-_____
Date Adopted: June 1, 2021

EXHIBIT A

Budget Transfers

FY 2021/22 New Request

Transfers In			Transfers Out		
<u>Account</u>		<u>Total</u>	<u>Account</u>		<u>Total</u>
3000-99-99-93000-802907	Transfer from Fund 2907	\$200,000.00	2907-99-95-92907-903000	Transfer to Fund 3000	\$200,000.00
3000-99-99-93000-802908	Transfer from Fund 2908	\$250,000.00	2908-99-95-92908-903000	Transfer to Fund 3000	\$250,000.00
3000-99-99-93000-802910	Transfer from Fund 2910	\$25,000.00	2910-99-95-92910-903000	Transfer to Fund 3000	\$25,000.00
3000-99-99-93000-807330	Transfer from Fund 7330	\$1,449,986.00	7330-99-99-97330-903000	Transfer to Fund 3000	\$1,449,986.00
3000-99-99-93000-807510	Transfer from Fund 7510	\$1,000,000.00	7510-99-97-88190-903000	Transfer to Fund 3000	\$1,000,000.00
3006-99-99-93006-805113	Transfer from Fund 5113	\$250,000.00	5113-99-99-95113-903006	Transfer to Fund 3006	\$250,000.00
3015-99-99-93015-802905	Transfer from Fund 2905	\$2,125,000.00	2905-99-95-92905-903015	Transfer to Fund 3015	\$2,125,000.00
3016-99-99-93016-802019	Transfer from Fund 2019	\$450,000.00	2019-99-99-92019-903016	Transfer to Fund 3016	\$450,000.00
	Total	<u>\$5,749,986.00</u>		Total	<u>\$5,749,986.00</u>

FY 2022/23 New Request

Transfers In			Transfers Out		
<u>Account</u>		<u>Total</u>	<u>Account</u>		<u>Total</u>
3000-99-99-93000-807330	Transfer from Fund 7330	\$808,705.00	7330-99-99-97330-903000	Transfer to Fund 3000	\$808,705.00
3006-99-99-93006-805113	Transfer from Fund 5113	\$250,000.00	5113-99-99-95113-903006	Transfer to Fund 3006	\$250,000.00
3016-99-99-93016-802019	Transfer from Fund 2019	\$155,000.00	2019-99-99-92019-903016	Transfer to Fund 3016	\$155,000.00
	Total	<u>\$1,213,705.00</u>		Total	<u>\$1,213,705.00</u>

Attachment: FY 2021.22 & 2022.23 CIP - HA Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

CIP Project - Expenditure/ Estimated Revenue Budgets				
Expenditures				
Project Number	Fund	Project Description	Expenditures	
			FY 2021/22	FY 2022/23
801 0015 70 76	2000	Residential Traffic Mgmt Prgrm	50,000	50,000
2000-70-76-80001-720199			50,000	50,000
801 0008 70 77	2000	Annual ADA Compliant Access Upgrades		200,000
801 0065	2000	Easement Acquisition for Street Purposes	25,000	25,000
801 0010 70 77	2000	Heacock Street South Extension	50,000	
801 0083	2000	Pavement Management Program (PMP)		150,000
801 0092	2000	Perris Boulevard/ 330 Ft North of Bay Avenue to 660 Ft North of Bay Avenue	250,000	
801 0089	2000A	Citywide Pavement Rehabilitation Program FY21/22	3,600,000	
801 0090	2000A	Citywide Pavement Rehabilitation Program FY22/23		3,600,000
2000-70-77-80001-720199			3,925,000	3,975,000
801 0091	2000	Citywide Concrete Repair	100,000	100,000
2000-70-78-80001-720199			100,000	100,000
802 0002 70 77	2000	Bridge Annual Inspection Program	10,000	10,000
2000-70-77-80002-720199			10,000	10,000
808 0033	2000	Citywide Traffic Sign Retroreflectivity Inventory (2022)	100,000	
808 0013 70 76	2000	Traffic Signal Equipment Upgrades	200,000	
2000-70-76-80008-720199			300,000	-
801 0017 70 78	2001	Annual Pavement Maintenance - Crack Seal	60,000	60,000
2001-70-78-80001-720199			60,000	60,000
808 0013 70 76	2001	Traffic Signal Equipment Upgrades	80,000	80,000
2001-70-76-80008-720199			80,000	80,000
808 0004 70 76	2005	Traffic Signal Coordination Program	20,000	20,000
2005-70-76-80008-720199			20,000	20,000
804 0018	2008	Citywide Full Trash Capture Device Installaton	80,000	80,000
2008-70-29-80004-720199			80,000	80,000
806 SD	2050	Landscape Maintenance Districts Capital Improvement Renovation		50,000
2050-30-79-79006-720199			-	50,000
803 0052	3000	Main Library Renovation (Design)	250,000	
3000-50-56-80003-720199			250,000	-
803 0051	3000	Grand Valley Ballroom Patio Lighting	200,000	
3000-50-57-80003-720199			200,000	-
803 0043	3000	Corporate Yard Master Plan Improvements	25,000	
3000-70-29-80003-720199			25,000	-
803 0050	3000	Fire Alarm Systems Replacement	808,705	808,705
803 0053	3000	Public Safety Building HVAC Replacement	1,500,000	
803 0054	3000	Roof Rehabilitation	141,281	
3000-70-40-80003-720199			2,449,986	808,705
804 0008	3002	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	1,800,000	
3002-70-77-80004-720199			1,800,000	-
801 0073	3004	Juan Bautista de Anza MultiUse Trail - ATP 2	100,000	
3004-70-76-80001-720199			100,000	-
807 0055	3006	Juan Bautista de Anza Trail Improvements	250,000	250,000
3006-50-57-80007-720199			250,000	250,000
807 0056	3015	Moreno Valley Community Park Picnic Shelter Replacement	175,000	
807 0057	3015	Morrison Park Ball Field Lighting LED Retrofit	700,000	
807 0058	3015	Pump Track at March Field Park	1,250,000	
3015-50-57-80007-720199			2,125,000	-

Attachment: FY 2021.22 & 2022.23 CIP - HA Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

Project Number	Fund	Project Description	Expenditures	
			FY 2021/22	FY 2022/23
803 0030	3016	Park Restroom Renovations at Various Sites	200,000	30,000
3016-50-57-80003-720199			200,000	30,000
807 0005	50 57	3016 Annual ADA Park Improvements	50,000	50,000
807 0004	50 57	3016 Replacement Playground Equipment	200,000	75,000
3016-50-57-80007-720199			250,000	125,000
803 0054	5011	Roof Rehabilitation	533,719	
5011-50-57-80003-720199			533,719	-
806 SD	5013	Landscape Maintenance Districts Capital Improvement Renovation	51,000	
5013-30-79-79006-720199			51,000	-
806 SD	5014	Landscape Maintenance Districts Capital Improvement Renovation	600,000	425,000
5014-30-79-79006-720199			600,000	425,000
806 SD	5111	Landscape Maintenance Districts Capital Improvement Renovation	996,000	500,000
5111-30-79-79006-720199			996,000	500,000
806 SD	5112	Landscape Maintenance Districts Capital Improvement Renovation	268,000	60,000
5112-30-79-79006-720199			268,000	60,000
807 0052	5113	Drinking Fountain Replacements at Various Parks	30,000	22,000
807 0053	5113	LED Lighting Improvements at Various Parks	50,000	50,000
5113-50-57-80007-720199			80,000	72,000
805 0058	6011	Alessandro/ Day/ Cactus Loop		1,210,000
805 0059	6011	Curbside Electric Vehicle Charging Station	66,000	
805 0060	6011	Electric Vehicle Charging Station Corporate Yard	116,000	
805 0055	6011	Eucalyptus Avenue Line Extension	591,536	
805 0061	6011	Gas Switch Alternatives		687,500
805 0062	6011	Indian Street Line Extension from Gentian Avenue to Iris Avenue		1,146,200
805 0063	6011	iS5 Network Cyber Security	95,000	
805 0056	6011	Moreno Beach Bridge Conduit Project	400,000	
805 0064	6011	Moreno Beach Drive Line Extension from Cactus Avenue to John F. Kennedy Drive		1,155,000
805 0065	6011	Moreno Valley Fire Station #6 SCE to MVU Cutover	141,000	
805 0066	6011	MoVal Substation Relay Upgrades	80,000	
805 0067	6011	Nason Street Loop Tie from Iris Avenue to Cactus Avenue		1,102,200
6011-70-80-80005-720199			1,489,536	5,300,900
Expenditure Total			16,293,241	11,996,605
Estimated Revenues			Estimated Revenues	
			FY 2021/22	FY 2022/23
804 0008	3002	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	1,800,000	
3002-99-99-93002-500600			\$1,800,000	\$0
Estimated Revenue Total			\$1,800,000	\$0

Note: Establishing estimated revenues at this time. Staff will return to Council if final approval of awards/agreements are needed by the granting agency.

Attachment: FY 2021.22 & 2022.23 CIP - HA Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

RESOLUTION NO. CSD 2021-_____

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FYs 2021/22 & 2022/23

WHEREAS, the City Manager has heretofore submitted to the President and Board of Directors of the Moreno Valley Community Services District a Proposed Capital Improvement Plan (CIP) for the District for FYs 2021/22 & 2022/23, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Community Services District; and

WHEREAS, the said Proposed CIP proposes certain budget expenditures necessary to meet the expenditure requirements and to provide available resources to the City; and

WHEREAS, the Proposed CIP, as herein approved, will provide the Community Services District the necessary financial plans and enable critical projects to move forward to a timely and fiscally responsible conclusion; and

WHEREAS, certain capital projects commitments have been previously approved by the District's Board of Directors for appropriation in fiscal year 2020/2021 and current adoption of fiscal year 2021/22, and the Chief Financial Officer shall be authorized to carry over such appropriation budgets for these items as approved by the City Manager; and

WHEREAS, following the adoption of the Capital Improvement Plan (CIP), the Public Works Director is authorized to make any minor adjustments in order to finalize the adopted CIP for public distribution.

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

1. The Proposed CIP is hereby approved and adopted as the capital budget of the Community Services District for the FYs 2021/22 & 2022/23.
2. The proposed budget expenditures and estimated revenues as set forth in the Proposed Capital Improvement Plan and detailed as Exhibit A and Exhibit B to this resolution, are approved, hereby appropriated for the various budget programs and will be consolidated with the approved and adopted City Operating Budget for FYs 2021/22 & 2022/23.

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Resolution No. CSD 2021-_____
Date Adopted: June 1, 2021

- 3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2021, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
- 4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of June, 2021.

 Mayor of the City of Moreno Valley,
 Acting in the capacity of President of the
 Moreno Valley Community Services District

ATTEST:

 City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

APPROVED AS TO FORM:

 City Attorney, acting in the capacity
 of General Counsel of the Moreno
 Valley Community Services District

Attachment: FY 2021.22 & 2022.23 CIP - CSD Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

2
 Resolution No. CSD 2021-
 Date Adopted: June 1, 2021

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 2021-____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 1st day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board Members, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2021-____ ³
Date Adopted: June 1, 2021

Attachment: FY 2021.22 & 2022.23 CIP - CSD Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

EXHIBIT A

Budget Transfers

FY 2021/22 New Request

Transfers In			Transfers Out		
<u>Account</u>		<u>Total</u>	<u>Account</u>		<u>Total</u>
3000-99-99-93000-802907	Transfer from Fund 2907	\$200,000.00	2907-99-95-92907-903000	Transfer to Fund 3000	\$200,000.00
3000-99-99-93000-802908	Transfer from Fund 2908	\$250,000.00	2908-99-95-92908-903000	Transfer to Fund 3000	\$250,000.00
3000-99-99-93000-802910	Transfer from Fund 2910	\$25,000.00	2910-99-95-92910-903000	Transfer to Fund 3000	\$25,000.00
3000-99-99-93000-807330	Transfer from Fund 7330	\$1,449,986.00	7330-99-99-97330-903000	Transfer to Fund 3000	\$1,449,986.00
3000-99-99-93000-807510	Transfer from Fund 7510	\$1,000,000.00	7510-99-97-88190-903000	Transfer to Fund 3000	\$1,000,000.00
3006-99-99-93006-805113	Transfer from Fund 5113	\$250,000.00	5113-99-99-95113-903006	Transfer to Fund 3006	\$250,000.00
3015-99-99-93015-802905	Transfer from Fund 2905	\$2,125,000.00	2905-99-95-92905-903015	Transfer to Fund 3015	\$2,125,000.00
3016-99-99-93016-802019	Transfer from Fund 2019	\$450,000.00	2019-99-99-92019-903016	Transfer to Fund 3016	\$450,000.00
	Total	<u>\$5,749,986.00</u>		Total	<u>\$5,749,986.00</u>

FY 2022/23 New Request

Transfers In			Transfers Out		
<u>Account</u>		<u>Total</u>	<u>Account</u>		<u>Total</u>
3000-99-99-93000-807330	Transfer from Fund 7330	\$808,705.00	7330-99-99-97330-903000	Transfer to Fund 3000	\$808,705.00
3006-99-99-93006-805113	Transfer from Fund 5113	\$250,000.00	5113-99-99-95113-903006	Transfer to Fund 3006	\$250,000.00
3016-99-99-93016-802019	Transfer from Fund 2019	\$155,000.00	2019-99-99-92019-903016	Transfer to Fund 3016	\$155,000.00
	Total	<u>\$1,213,705.00</u>		Total	<u>\$1,213,705.00</u>

Attachment: FY 2021.22 & 2022.23 CIP - CSD Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

CIP Project - Expenditure/ Estimated Revenue Budgets				
Expenditures				
Project Number	Fund	Project Description	Expenditures	
			FY 2021/22	FY 2022/23
801 0015 70 76	2000	Residential Traffic Mgmt Prgrm	50,000	50,000
2000-70-76-80001-720199			50,000	50,000
801 0008 70 77	2000	Annual ADA Compliant Access Upgrades		200,000
801 0065	2000	Easement Acquisition for Street Purposes	25,000	25,000
801 0010 70 77	2000	Heacock Street South Extension	50,000	
801 0083	2000	Pavement Management Program (PMP)		150,000
801 0092	2000	Perris Boulevard/ 330 Ft North of Bay Avenue to 660 Ft North of Bay Avenue	250,000	
801 0089	2000A	Citywide Pavement Rehabilitation Program FY21/22	3,600,000	
801 0090	2000A	Citywide Pavement Rehabilitation Program FY22/23		3,600,000
2000-70-77-80001-720199			3,925,000	3,975,000
801 0091	2000	Citywide Concrete Repair	100,000	100,000
2000-70-78-80001-720199			100,000	100,000
802 0002 70 77	2000	Bridge Annual Inspection Program	10,000	10,000
2000-70-77-80002-720199			10,000	10,000
808 0033	2000	Citywide Traffic Sign Retroreflectivity Inventory (2022)	100,000	
808 0013 70 76	2000	Traffic Signal Equipment Upgrades	200,000	
2000-70-76-80008-720199			300,000	-
801 0017 70 78	2001	Annual Pavement Maintenance - Crack Seal	60,000	60,000
2001-70-78-80001-720199			60,000	60,000
808 0013 70 76	2001	Traffic Signal Equipment Upgrades	80,000	80,000
2001-70-76-80008-720199			80,000	80,000
808 0004 70 76	2005	Traffic Signal Coordination Program	20,000	20,000
2005-70-76-80008-720199			20,000	20,000
804 0018	2008	Citywide Full Trash Capture Device Installaton	80,000	80,000
2008-70-29-80004-720199			80,000	80,000
806 SD	2050	Landscape Maintenance Districts Capital Improvement Renovation		50,000
2050-30-79-79006-720199			-	50,000
803 0052	3000	Main Library Renovation (Design)	250,000	
3000-50-56-80003-720199			250,000	-
803 0051	3000	Grand Valley Ballroom Patio Lighting	200,000	
3000-50-57-80003-720199			200,000	-
803 0043	3000	Corporate Yard Master Plan Improvements	25,000	
3000-70-29-80003-720199			25,000	-
803 0050	3000	Fire Alarm Systems Replacement	808,705	808,705
803 0053	3000	Public Safety Building HVAC Replacement	1,500,000	
803 0054	3000	Roof Rehabilitation	141,281	
3000-70-40-80003-720199			2,449,986	808,705
804 0008	3002	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	1,800,000	
3002-70-77-80004-720199			1,800,000	-
801 0073	3004	Juan Bautista de Anza MultiUse Trail - ATP 2	100,000	
3004-70-76-80001-720199			100,000	-
807 0055	3006	Juan Bautista de Anza Trail Improvements	250,000	250,000
3006-50-57-80007-720199			250,000	250,000
807 0056	3015	Moreno Valley Community Park Picnic Shelter Replacement	175,000	
807 0057	3015	Morrison Park Ball Field Lighting LED Retrofit	700,000	
807 0058	3015	Pump Track at March Field Park	1,250,000	
3015-50-57-80007-720199			2,125,000	-

Attachment: FY 2021.22 & 2022.23 CIP - CSD Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

Project Number	Fund	Project Description	Expenditures	
			FY 2021/22	FY 2022/23
803 0030	3016	Park Restroom Renovations at Various Sites	200,000	30,000
3016-50-57-80003-720199			200,000	30,000
807 0005	50 57	Annual ADA Park Improvements	50,000	50,000
807 0004	50 57	Replacement Playground Equipment	200,000	75,000
3016-50-57-80007-720199			250,000	125,000
803 0054	5011	Roof Rehabilitation	533,719	
5011-50-57-80003-720199			533,719	-
806 SD	5013	Landscape Maintenance Districts Capital Improvement Renovation	51,000	
5013-30-79-79006-720199			51,000	-
806 SD	5014	Landscape Maintenance Districts Capital Improvement Renovation	600,000	425,000
5014-30-79-79006-720199			600,000	425,000
806 SD	5111	Landscape Maintenance Districts Capital Improvement Renovation	996,000	500,000
5111-30-79-79006-720199			996,000	500,000
806 SD	5112	Landscape Maintenance Districts Capital Improvement Renovation	268,000	60,000
5112-30-79-79006-720199			268,000	60,000
807 0052	5113	Drinking Fountain Replacements at Various Parks	30,000	22,000
807 0053	5113	LED Lighting Improvements at Various Parks	50,000	50,000
5113-50-57-80007-720199			80,000	72,000
805 0058	6011	Alessandro/ Day/ Cactus Loop		1,210,000
805 0059	6011	Curbside Electric Vehicle Charging Station	66,000	
805 0060	6011	Electric Vehicle Charging Station Corporate Yard	116,000	
805 0055	6011	Eucalyptus Avenue Line Extension	591,536	
805 0061	6011	Gas Switch Alternatives		687,500
805 0062	6011	Indian Street Line Extension from Gentian Avenue to Iris Avenue		1,146,200
805 0063	6011	iS5 Network Cyber Security	95,000	
805 0056	6011	Moreno Beach Bridge Conduit Project	400,000	
805 0064	6011	Moreno Beach Drive Line Extension from Cactus Avenue to John F. Kennedy Drive		1,155,000
805 0065	6011	Moreno Valley Fire Station #6 SCE to MVU Cutover	141,000	
805 0066	6011	MoVal Substation Relay Upgrades	80,000	
805 0067	6011	Nason Street Loop Tie from Iris Avenue to Cactus Avenue		1,102,200
6011-70-80-80005-720199			1,489,536	5,300,900
Expenditure Total			16,293,241	11,996,605
Estimated Revenues			Estimated Revenues	
			FY 2021/22	FY 2022/23
804 0008	3002	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	1,800,000	
3002-99-99-93002-500600			\$1,800,000	\$0
Estimated Revenue Total			\$1,800,000	\$0

Note: Establishing estimated revenues at this time. Staff will return to Council if final approval of awards/agreements are needed by the granting agency.

Attachment: FY 2021.22 & 2022.23 CIP - CSD Resolution [Revision 1] (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

CITY OF MORENO VALLEY
Revisions to the Proposed Capital Improvement Plan
FY 2021/22 - 2022/23 CIP Budget

Funded Projects

Category	Project Name	Submitted Amount	Revised Amount	Reason/Justification
Parks	Juan Bautista de Anza Trail Improvements	\$0	\$250,000	Updated New Request for FY 2021/2022
Parks	Juan Bautista de Anza Trail Improvements	\$0	\$250,000	Updated New Request for FY 2022/2023

Attachment: FY 2021.22 & 2022.23 CIP - Revisions to the Proposed CIP (4378 : PUBLIC HEARING AND ADOPTION OF THE CAPITAL

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Annual ADA Compliant Access Upgrades</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>The City's Americans with Disabilities Act (ADA) Transition Plan includes evaluating and upgrading non-compliant curb ramps and sidewalks, missing curb ramps and sidewalks, and other non-compliant issues within the public right of way (PROW) throughout the City. The ADA Administrator provides annual recommendations for curb ramp and sidewalk improvements including an ADA Transition Plan inspection.</p> <p>Project Schedule: Ongoing</p> <p>Justification or Significance of Improvement:</p> <p>The City's ADA Transition Plan identifies construction of non-compliant ramps and sidewalks to ADA specifications, based on the City's tier priorities and ADA Coordinator's directions for compliance.</p> <p>Estimated Maintenance Costs:</p> <p>Ramp maintenance costs over a 20 year period is estimated to average approximately \$750 per location per year.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>		

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Life-to-Date Expenditures Through FY 2019/2020: 1,057,938			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design				25,000	25,000	25,000	25,000	100,000
Right of Way Construction	764,600			150,000	150,000	150,000	150,000	600,000
Other				25,000	25,000	25,000	25,000	100,000
PROJECT TOTAL	764,600		0	200,000	200,000	200,000	200,000	800,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000) 801 0008 70 77-2000	764,600			200,000	200,000	200,000	200,000	800,000
REVENUE TOTAL	764,600		0	200,000	200,000	200,000	200,000	800,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Annual Pavement Maintenance - Crack Seal</p> <p>Department / Division: Public Works Department / Maintenance & Operations Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>The Annual Pavement Maintenance - Crack Seal facilitates minor pavement rehabilitation work and crack sealing, as needed. Crack sealing and isolated removal and reconstruction of distressed pavement areas is performed, as needed, in order to maintain the existing pavement condition and prevent deterioration.</p> <p>Project Schedule: Ongoing</p> <p>Justification or Significance of Improvement:</p> <p>The purpose of pavement rehabilitation is to delay pavement surface deterioration while protecting the structural integrity utilizing of cracking sealing treatments as well as the removal and reconstruction of isolated distressed pavement areas.</p> <p>Estimated Maintenance Costs:</p> <p>Street maintenance is typically funded by Gas Tax and Measure A funds, and costs on average are approximately \$2.50 / square foot for grind and overlay and \$0.75 / square foot for slurry seal. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Street maintenance funding will be part of the deferred maintenance for the whole network.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>		

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Life-to-Date Expenditures Through FY 2019/2020: 47,888			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other	54,528		60,000	60,000	60,000	60,000	60,000	300,000
PROJECT TOTAL	54,528		60,000	60,000	60,000	60,000	60,000	300,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Measure A (2001) 801 0017 70 78-2001	54,528		60,000	60,000	60,000	60,000	60,000	300,000
REVENUE TOTAL	54,528		60,000	60,000	60,000	60,000	60,000	300,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Citywide Concrete Repair Program</p> <p>Department / Division: Public Works Department / Maintenance & Operations Division</p>	<p>Project Status:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: The Citywide Concrete Repair Program consists of the removal and replacement of concrete such as sidewalk, drive approaches, and ADA ramps at various locations throughout the City.</p> <p>Anticipated Start Date: Fall 2021 Completion Date: Ongoing</p> <p>Justification or Significance of Improvement: The purpose of the Citywide Concrete Repair Program is to repair and replace concrete citywide which will improve pedestrian travel within the community.</p> <p>Estimated Maintenance Costs: Annual average sidewalk maintenance costs are estimated at approximately \$.25 / linear foot. Although actual maintenance costs may vary per location depending on the width of the sidewalk and surrounding landscaping and trees.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4		

S-15

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other			100,000	100,000			200,000	400,000
PROJECT TOTAL	0		100,000	100,000	0	0	200,000	400,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000) 801 XXXX-2000			100,000	100,000			200,000	400,000
REVENUE TOTAL	0		100,000	100,000	0	0	200,000	400,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Citywide Pavement Rehabilitation Program FY 21/22</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>	<p>Project Status:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: This project is to provide pavement rehabilitation for a number of street segments citywide. The project is funded with Gas Tax Revenues (SB1).</p> <p>Design: July 2021 to March 2022 Advertise / Award: April 2022 to June 2022 Construction: July 2022 to February 2023</p> <p>Justification or Significance of Improvement: The project utilizes different cost effective treatments available to rehabilitate the existing street pavement. The project helps to extend the service life of the roadway.</p> <p>Estimated Maintenance Costs: Street maintenance is typically funded by Gas Tax and Measure A funds, and costs on average are approximately \$2.50 / square foot for grind and overlay and \$0.75 / square foot for slurry seal. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Street maintenance funding will be part of the deferred maintenance for the whole network.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4		

S-4

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design			100,000					100,000
Right of Way Construction			3,500,000					3,500,000
Other								
PROJECT TOTAL	0		3,600,000	0	0	0	0	3,600,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000A) 801 XXXX-2000A			3,600,000					3,600,000
REVENUE TOTAL	0		3,600,000	0	0	0	0	3,600,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Citywide Pavement Rehabilitation Program FY 22/23</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>	<p>Project Status:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
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Project Description:
 This project is to provide pavement rehabilitation for a number of street segments citywide. The project is funded with Gas Tax Revenues (SB1).

Design: July 2022 to March 2023
 Advertise / Award: April 2023 to June 2023
 Construction: July 2023 to February 2024

Justification or Significance of Improvement:
 The project utilizes different cost effective treatments available to rehabilitate the existing street pavement. The project helps to extend the service life of the roadway.

Estimated Maintenance Costs:
 Street maintenance is typically funded by Gas Tax and Measure A funds, and costs on average are approximately \$2.50 / square foot for grind and overlay and \$0.75 / square foot for slurry seal. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Street maintenance funding will be part of the deferred maintenance for the whole network.

Project Location Map:

CITYWIDE

Council District(s):

District 1 District 2 District 3 District 4

S-2

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design				100,000				100,000
Right of Way Construction				3,500,000				3,500,000
Other								
PROJECT TOTAL	0		0	3,600,000	0	0	0	3,600,000

FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000A) 801 XXXX-2000A				3,600,000				3,600,000
REVENUE TOTAL	0		0	3,600,000	0	0	0	3,600,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Easement Acquisition for Street Purposes</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>	<p>Project Status:</p> <input type="checkbox"/> New <input checked="" type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
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Project Description:
 This project establishes budget to process citywide Right of Way easement dedications in advance of need. The budget is used for staff and consultant time to solicit voluntary Right of Way from property owners, and for professional survey services to prepare the dedication documents. Some of the current priority locations include:

- Alessandro Boulevard, Kitching Street to Lasselle Street
- Eucalyptus Avenue, Perris Boulevard to Kitching Street
- Gregory Lane East of Heacock Street
- Indian Street, Krameria Avenue to Iris Avenue
- Iris Avenue at Emma Lane
- Mathews Road, South of Kalmia Avenue
- Sunnymead Boulevard West of Kitching Street

Schedule: Ongoing

Justification or Significance of Improvement:
 Projects which have already secured Right of Way are more competitive to receive grant funding for future roadway improvement projects.

Estimated Maintenance Costs:
 This project is not expected to increase maintenance cost.

Project Location Map:

Council District(s):

 District 1
 District 2
 District 3
 District 4

L-17-S

Life-to-Date Expenditures Through FY 2019/2020: 39,000			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way			25,000	25,000	25,000	25,000	25,000	125,000
Construction								
Other								
PROJECT TOTAL	0		25,000	25,000	25,000	25,000	25,000	125,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000) 801 0065-2000			25,000	25,000	25,000	25,000	25,000	125,000
REVENUE TOTAL	0		25,000	25,000	25,000	25,000	25,000	125,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond

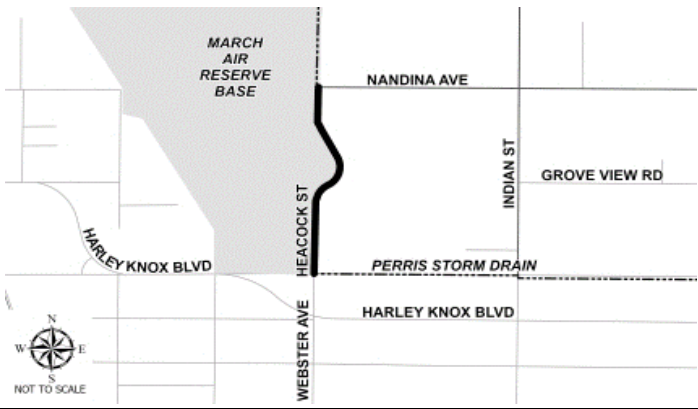
<p>Project Title: Heacock Street South Extension</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>		<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>
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Project Description:
 This project provides street widening for Heacock Street to full street width per City standards for arterial street from Nandina Avenue to south City limits. The project is currently under planning which includes preliminary engineering, conceptual design, alignment analysis, and coordination with other agencies. The completion of the final design, right of way, and construction phases are subject to City Council direction and approval.
 Planning: July 2021 to June 2022
 Design: TBD
 Environmental / Right of Way: TBD
 Construction: TBD

Justification or Significance of Improvement:
 Extension of Heacock Street to Harley Knox Boulevard would reduce traffic on Indian Street and Perris Boulevard, both of which are projected to carry large traffic volumes in the City's Circulation Element. It is also favored by MARB emergency services staff, which desires the connection to aid in responding to airfield-related incidents. The extension would also facilitate development of the adjacent industrial area.

Estimated Maintenance Costs:
 Street maintenance is typically funded by Gas Tax and Measure A funds, and costs on average are approximately \$2.50 / square foot for grind and overlay and \$0.75 / square foot for slurry seal. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Street maintenance funding will be part of the deferred maintenance for the whole network.

Project Location Map:



Council District(s):
 District 1 District 2 District 3 District 4

Life-to-Date Expenditures Through FY 2019/2020:		391,495		FY 21/22 - FY 22/23 Budget				
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ.	121,905		50,000				200,000	250,000
Design	461,000						400,000	400,000
Right of Way	311,000						350,000	350,000
Construction							7,500,000	7,500,000
Other								
PROJECT TOTAL	893,905		50,000	0	0	0	8,450,000	8,500,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
TUMF (3003)								
801 0010 70 77-3003	893,905						8,450,000	8,450,000
Gas Tax (2000)								
801 0010 70 77-2000			50,000					50,000
REVENUE TOTAL	893,905		50,000	0	0	0	8,450,000	8,500,000

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Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond

<p>Project Title: Juan Bautista de Anza Multi-Use Trail / Iris Avenue to El Potrero Park - ATP 2</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>	<p align="center">Project Status:</p> <input type="checkbox"/> New <input checked="" type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p align="center">Project Priority in CIP Category:</p> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
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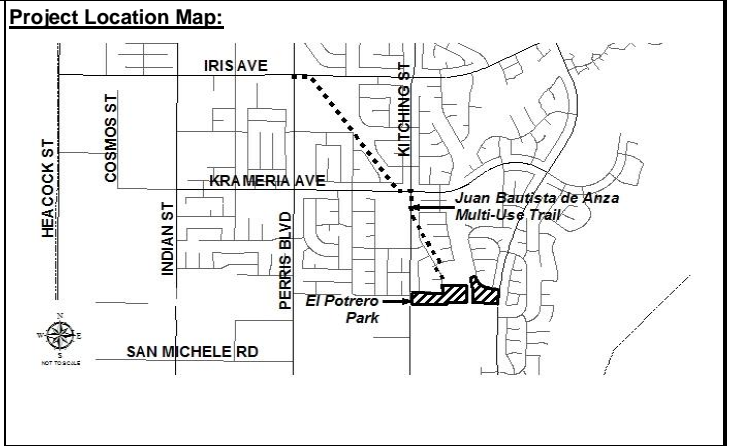


Project Description:
 This project will construct a portion of the Juan Bautista de Anza Multi-Use Trail between Iris Avenue and El Potrero Park, a length of 1.4 miles. The project is fully funded in the amount of \$1,431,000 by federal funds under the Active Transportation Program (ATP) Cycle 2.

Final Design and Right of Way: Completed
 Authorization / Advertise / Bid / Award: December 2020 to May 2021
 Construction: June 2021 to December 2021

Justification or Significance of Improvement:
 The project will expand recreational opportunities for Moreno Valley's residents.

Estimated Maintenance Costs:
 Trail maintenance costs average approximately \$4,000 per acre per year based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site.



Council District(s):

District 1
 District 2
 District 3
 District 4

8-5

Life-to-Date Expenditures Through FY 2019/2020: 343,946			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way								
Construction	1,137,051		100,000					100,000
Other								
PROJECT TOTAL	1,137,051		100,000	0	0	0	0	100,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Cap Proj Grants (2301)								
801 0073-2301	1,126,625							
Traffic Sig Mit (3004)								
801 0073-3004	4,873		100,000					100,000
PCS Cap Proj (2906)								
801 0073-3016	5,553							
REVENUE TOTAL	1,137,051		100,000	0	0	0	0	100,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

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<p>Project Title: Pavement Management Program (PMP)</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input type="checkbox"/> Essential (Start within 1 yr)</p> <p><input checked="" type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>This project is to perform field visual inspection of all City-owned streets in the network to obtain their current conditions and determine their Pavement Conditions Index (PCI). The project also provides updates to network inventory with new streets and PCI values. The PMP is crucial in decision making and selection of streets for pavement rehabilitation and preservation.</p> <p>Street Inventory / Database Updates: July 2022 to November 2022 Field Inspection of Streets: September 2022 to March 2023 Data Entry and Analysis: November 2022 to April 2023 Final Report Preparation: May 2023 to July 2023</p> <p>Justification or Significance of Improvement:</p> <p>The City is required to inspect its streets every 3 years for arterial/collectors and 5 years for local streets and update its Pavement Management Program in order to be eligible to receive Federal and State SB1 funding for pavement rehabilitation and preservation.</p> <p>Estimated Maintenance Costs:</p> <p>It is estimated that it may cost between \$130,000 to \$150,000 to maintain the Pavement Management Program every 3 years.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>		

Life-to-Date Expenditures Through FY 2019/2020: 2,131			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way Construction				150,000			150,000	300,000
Other								
PROJECT TOTAL	0		0	150,000	0	0	150,000	300,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000) 801 0083-2000				150,000			150,000	300,000
REVENUE TOTAL	0		0	150,000	0	0	150,000	300,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Perris Boulevard / 330 Ft North of Bay Avenue to 660 Ft North of Bay Avenue</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
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Project Description:
This project is to widen the east side of Perris Boulevard, north of Bay Avenue to include curb, gutter, sidewalk, and pavement extension. The design of the project is to be provided by the Developer.

Design: July 2021 to June 2022
Advertise / Award: July 2022 to September 2022
Construction: October 2022 to June 2023

Justification or Significance of Improvement:
This project will provide the ultimate improvements for Perris Boulevard to enhance connecting and safety for drivers and pedestrians.

Estimated Maintenance Costs:
Street maintenance is typically funded by Gas Tax and Measure A funds, and costs on average are approximately \$2.50 / square foot for grind and overlay and \$0.75 / square foot for slurry seal. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Street maintenance funding will be part of the deferred maintenance for the whole network.

Project Location Map:

Council District(s):

District 1 District 2 District 3 District 4

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Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way								
Construction			250,000					250,000
Other								
PROJECT TOTAL	0		250,000	0	0	0	0	250,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000) 801 XXXX-2000			250,000					250,000
REVENUE TOTAL	0		250,000	0	0	0	0	250,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Residential Traffic Management Program</p> <p>Department / Division: Public Works Department / Transportation Engineering Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: Citywide traffic management strategies, including but not limited to signing, striping, radar speed feedback signs, installation of speed humps/tables, and round-abouts to be implemented based on vehicular speeds and traffic volumes to supplement existing public education and enforcement efforts to reduce vehicle speeds within residential neighborhoods.</p> <p>Project Schedule: Ongoing</p> <p>Justification or Significance of Improvement: The Transportation Engineering Division has established the Residential Traffic Management Program under City Council's direction to address residential speeding issues.</p> <p>Estimated Maintenance Costs: Annual average cost associated with maintaining speed hump performance is \$500 per hump.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>		

S-21

Life-to-Date Expenditures Through FY 2019/2020: 230,768			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other	200,000		50,000	50,000	50,000	50,000	50,000	250,000
PROJECT TOTAL	200,000		50,000	50,000	50,000	50,000	50,000	250,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000) 801 0015 70 76-2000 General Fund (1010) 801 0015 70 76-1010	200,000		50,000	50,000	50,000	50,000	50,000	200,000
							50,000	50,000
REVENUE TOTAL	200,000		50,000	50,000	50,000	50,000	50,000	250,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Bridge Annual Inspection Program</p> <p>Department / Division: Public Works Department / Capital Projects Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>The Bridge Annual Inspection Program assesses the need for bridge spot repair and deck treatment for bridges located within the City limits. Twenty-two (22) bridges within the City have been identified for priority maintenance inspection. Bridges that need repair and/or treatment are recommended and funded as a separate project.</p> <p>Construction is performed under separate City CIP project: Bridge Preventative Maintenance Program - Implementation Phase</p> <p>Inspection: Ongoing</p> <p>Justification or Significance of Improvement:</p> <p>This program assesses the need for minor repairs of existing bridges within City limits.</p> <p>Estimated Maintenance Costs:</p> <p>Bridge improvement and routine maintenance costs are estimated to average almost \$1.20 per square foot per year. Bridge surface and street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>		

BR-5

Life-to-Date Expenditures Through FY 2019/2020: 94,419			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other	30,477		10,000	10,000	10,000	10,000	10,000	50,000
PROJECT TOTAL	30,477		10,000	10,000	10,000	10,000	10,000	50,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000) 802 0002 70 77-2000	30,477		10,000	10,000	10,000	10,000	10,000	50,000
REVENUE TOTAL	30,477		10,000	10,000	10,000	10,000	10,000	50,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Corporate Yard Master Plan Improvements</p> <p>Department / Division: Public Works Department / Land Development Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed <input type="checkbox"/></p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>This project consists of the construction of two infiltration trenches, minor grading, installation of two catch basin filter inserts, and the conversion of the existing infiltration basin to a detention basin.</p> <p>Design/Construction: July 2021 to January 2022</p> <p>Justification or Significance of Improvement:</p> <p>In order to allow future phased expansion of the Corporate Yard per the Master Plan, this project will install a storm water quality system (two infiltration trenches) in compliance with current State standards. The grading and drainage features involved in this project are necessary for State compliance. The conversion of the existing infiltration basin to a detention basin allows for historical site flow to remain until future phases are implemented. All components of the project will ensure the City of Moreno Valley's Corporate Yard is in compliance with current State regulations as the build-out of the Corporate Yard continues.</p> <p>Estimated Maintenance Costs:</p> <p>Annual average maintenance costs are estimated at approximately \$1000 for detention basin maintenance, \$300 for catch basin filter insert maintenance, and \$3000 bi-annually for storm water quality features.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>	

B-4

Life-to-Date Expenditures Through FY 2019/2020: 7,400		FY 21/22 - FY 22/23 Budget						
PROJECT PHASE	Budget FY 2020/2021	New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total	
Prelim. Eng. / Environ. Design								
Right of Way								
Construction	189,600	25,000					25,000	
Other								
PROJECT TOTAL	189,600	25,000	0	0	0	0	25,000	
FUNDING SOURCE	Budget FY 2020/2021	New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total	
Facility Constr (2910) 803 0043-3000	189,600	25,000					25,000	
REVENUE TOTAL	189,600	25,000	0	0	0	0	25,000	

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Fire Alarm Systems Replacement</p> <p>Department / Division: Public Works Department / Maintenance & Operations Division</p> <p>Project Description: Upgrade fire alarm panels, sensors, and applicable equipment.</p> <p>Locations: Animal Shelter; Annex 1; City Hall; Conference and Recreation Center (CRC); Emergency Operations Center (EOC); Public Safety Building (PSB); Senior Center; Towngate Community Center</p> <p>Advertise / Award: December 2021 to January 2022 Construction: February 2022 to June 2023. The actual work will be split between 2 Fiscal years.</p> <p>Justification or Significance of Improvement: The fire alarm system is reaching the end of its useful life and replacement parts are scarce/costly. Based on the Facility Condition Assessment study performed in December 2018, recommendation to replace was suggested.</p> <p>Estimated Maintenance Costs: Annual average building maintenance costs are estimated at approximately \$10/SF. Although actual maintenance costs may vary, this estimated cost is based on an industry accepted standard maintenance cost. Funding sources also vary, depending on the type of building, but the primary source is the General Fund.</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted <input type="checkbox"/> In Progress <input type="checkbox"/> On Hold <input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Location Map:</p>	<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

B-6

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way								
Construction								
Other			808,705	808,705				1,617,410
PROJECT TOTAL	0		808,705	808,705	0	0	0	1,617,410
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Facility Constr (7330) 803 XXXX-3000			808,705	808,705				1,617,410
REVENUE TOTAL	0		808,705	808,705	0	0	0	1,617,410

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Grand Valley Ballroom Patio Lighting</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
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Project Description:
 Install new lighting for the patio area at the Conference and Recreation Center Grand Valley Ballroom. The lighting will include ground-mounted pole/fixture LED lighting to illuminate the Ballroom patio. The style of pole/fixture will complement the adjacent amphitheater. PCS led/managed project.

Design: July 2021
 Advertise / Award: August 2021
 Construction: September 2021

Justification or Significance of Improvement:
 The Grand Valley Ballroom patio will be used to complement programming at the new Amphitheater. The patio is currently not lighted, and the lighting is needed for evening / nighttime programming.

Estimated Maintenance Costs:
 Annual average building maintenance costs are estimated at approximately \$10/SF. Although actual maintenance costs may vary, this estimate is based on an industry accepted standard maintenance cost. Funding sources also vary, depending on the type of building, but the primary source is Zone A (CFD no. 1 for newer parks).

Project Location Map:

Council District(s):

District 1 District 2 District 3 District 4

B-7

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design			50,000					50,000
Right of Way Construction Other			150,000					150,000
PROJECT TOTAL	0		200,000	0	0	0	0	200,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
DIF Rec Center (2907) 803 XXXX-3000			200,000					200,000
REVENUE TOTAL	0		200,000	0	0	0	0	200,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Main Library Renovation (Design)</p> <p>Department / Division: Parks & Community Services Department / Library Services</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: This project will provide design services and cost estimates to renovate the Main Library for ADA improvements and enhanced public and civic uses. Enhancements to include STEM space, makerspace, computer lab, gaming area, study areas, etc. Capital Projects Division assistance will be needed to manage this Library Services Project.</p> <p>Advertise / Award: August 2021 to November 2021 Design: November 2021 to June 2022</p> <p>Justification or Significance of Improvement: The renovation design will expand and customize educational and recreational opportunities at the Main Library for Moreno Valley's constituents.</p> <p>Estimated Maintenance Costs: Annual average building maintenance costs are estimated at approximately \$10/SF. Although actual maintenance costs may vary, this estimated cost is based on an industry accepted standard maintenance cost. The source of funding for maintenance and operations of the Library branch is the Library Services Fund (5010) which is a dedicated fund with revenues from property taxes and the General Fund.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

B-8

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other			250,000					250,000
PROJECT TOTAL	0		250,000	0	0	0	0	250,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Facility Constr (2908) 803 XXXX-3000			250,000					250,000
REVENUE TOTAL	0		250,000	0	0	0	0	250,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Park Restroom Renovations at Various Sites</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p> <p>Project Description: Renovation of citywide park restrooms will include replacement of fixtures (commodes, urinals, sinks, faucets), stall partitions, hand dryers and/or paper towel dispensers, and hand soap dispensers, new interior and exterior paint, upgraded lighting, and roofing replacement. The project at Moreno Valley Community Park includes replacement of an existing sewer line to the main sewer trunk in the street. Capital Projects Division assistance will be needed to manage this Parks Division Project. PCS led/managed project.</p> <p>Construction: FY 21/22 Projected Sites: Westbluff Park & Moreno Valley Community Park FY 22/23 Projected Sites: TBD</p> <p>Justification or Significance of Improvement: Renovation of park restrooms is necessary due to aging structures. This will include roofing, interior walls, and fixtures</p> <p>Estimated Maintenance Costs: Annual average building maintenance costs are estimated at approximately \$10/SF. Although actual maintenance costs may vary, this estimated cost is based on an industry accepted standard maintenance cost. Funding sources also vary, depending on the type of building, but the primary source is Zone A.</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Location Map:</p>		<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>

B-13

Life-to-Date Expenditures Through FY 2019/2020: 117,074			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other	140,925		200,000	30,000	30,000	30,000	30,000	320,000
PROJECT TOTAL	140,925		200,000	30,000	30,000	30,000	30,000	320,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
PCS Cap Proj (2019) 803 0030-3016	140,925		200,000	30,000	30,000	30,000	30,000	320,000
REVENUE TOTAL	140,925		200,000	30,000	30,000	30,000	30,000	320,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Public Safety Building HVAC Replacement</p> <p>Department / Division: Public Works Department / Maintenance & Operations Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: Replace and redesign existing HVAC system with new units and HVAC control system at the Public Safety Building (PSB).</p> <p>Design: Completed June 2020 Advertise / Award: August 2021 to September 2021 Construction: November 2021-March 2022</p> <p>Justification or Significance of Improvement: The purpose of the HVAC replacement project at the Public Safety Building is to replace the existing system. The current units are over 20 years old and have experienced multiple failures. In 2019, the system failed and rental units were deployed. The HVAC software is no longer supported. The Public Safety Building is a 24/7 operation.</p> <p>Estimated Maintenance Costs: Annual average building maintenance costs are estimated at approximately \$10/SF. Although actual maintenance costs may vary, this estimated cost is based on an industry accepted standard maintenance cost. Funding sources also vary, depending on the type of building, but the primary source is the General Fund.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

B-9

Life-to-Date Expenditures Through FY 2019/2020: 0		FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021	New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other		1,500,000					1,500,000
PROJECT TOTAL	0	1,500,000	0	0	0	0	1,500,000
FUNDING SOURCE	Budget FY 2020/2021	New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Facility Constr (7330) 803 XXXX-3000		500,000					500,000
Facility Constr (7510) 803 XXXX-3000		1,000,000					1,000,000
REVENUE TOTAL	0	1,500,000	0	0	0	0	1,500,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Roof Rehabilitation</p> <p>Department / Division: Public Works Department / Maintenance & Operations Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
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Project Description:
The roof rehabilitation project consists of rehabilitating the current roofs at three City facilities which are nearing the end of their serviceable lives.

Locations:
Animal Shelter
Conference and Recreation Center (CRC)
March Field Park Community Center (MFPCC)

Advertise / Award: September/October 2021
Construction: December 2021 to May 2022

Justification or Significance of Improvement:
The purpose of the roof rehabilitation project is to prevent possible roof leaks and preserve the buildings infrastructure. Full roof rehabilitation is more affordable than providing ongoing isolated repairs.

Estimated Maintenance Costs:
Annual average building maintenance costs are estimated at approximately \$10/SF. Although actual maintenance costs may vary, this estimated cost is based on an industry accepted standard maintenance cost. Funding sources also vary, depending on the type of building, but the primary source is the General Fund.

Project Location Map:

Council District(s):
 District 1 District 2 District 3 District 4

B-10

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way								
Construction			675,000					675,000
Other								
PROJECT TOTAL	0		675,000	0	0	0	0	675,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Facility Constr (7330)			141,281					141,281
803 XXXX-3000								
Zone A Parks (5011)			533,719					533,719
803 XXXX-5011								
REVENUE TOTAL	0		675,000	0	0	0	0	675,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Citywide Full Trash Capture Device Installation</p> <p>Department / Division: Public Works Department / Land Development Division</p>	<p>Project Status:</p> <input type="checkbox"/> New <input type="checkbox"/> Deleted <input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold <input type="checkbox"/> Completed	<p>Project Priority in CIP Category:</p> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: This project consists of the purchase and installation of connector pipe screen (CPS) units (which are designed to filter out certain size debris/trash from storm drain discharge to receiving water bodies) in approximately 968 catch basins in the City. Approximately 100 CPS units will be installed annually over the period of ten years.</p> <p>Justification or Significance of Improvement: To ensure compliance with the State mandated Trash Provisions, the City must install full trash capture devices on all priority use land area catch basins by 2030. There is a ten percent annual compliance requirement within the Trash Provisions.</p> <p>Installation: On-going</p> <p>Estimated Maintenance Costs: Annual average costs associated with each Trash Capture Device is approximately \$400 (\$200/ twice a year).</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p align="center">Council District(s):</p> <input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4		

D-7

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Installation Other	160,000		80,000	80,000	80,000	80,000	456,000	776,000
PROJECT TOTAL	160,000		80,000	80,000	80,000	80,000	456,000	776,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Storm Water Mgmt (2008) 804 0018-2008	160,000		80,000	80,000	80,000	80,000	456,000	776,000
REVENUE TOTAL	160,000		80,000	80,000	80,000	80,000	456,000	776,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7</p> <p>Department / Division: Public Works Department / Capital Projects Division</p> <p>Project Description: The project involves the preliminary design and environmental documentation of Line F and Line F-7 storm drain system in the Sunnymead Master Drainage Plan. Line F includes 1,400 feet of storm drain starting from Hemlock Avenue east of Pigeon Pass Road, going south past SR-60 and Sunnymead Boulevard, to approximately 100 feet south of Sunnymead Boulevard. The lateral (Line F-7) storm drain of 1,400 feet starting from the intersection of Hemlock Avenue and Graham Street to the west will be connected to Line F in Hemlock Avenue. The final design and construction phase are subject to funding availability.</p> <p>Preliminary Design and Environmental Documentation: Completed Advertise / Award: TBD (Subject to available funding) Construction: TBD (Subject to available funding)</p> <p>Justification or Significance of Improvement: The project is located within CDBG target area and will mitigate flooding that occurs in the vicinity of Hemlock Avenue, Graham Street, Sunnymead Boulevard and areas south of Sunnymead Boulevard and will minimize flood related damages to public facilities and private properties.</p> <p>Estimated Maintenance Costs: Annual average costs associated with storm drain maintenance are estimated at approximately \$121 per catch basin. This does not include actual catch basin and/or pipeline replacement, which typically have lifespans of 70 to 100 years. Although actual maintenance costs may vary, these estimated maintenance costs are based on historical maintenance costs for the City of Moreno Valley's storm drain infrastructure. Drainage maintenance funding will be part of the deferred maintenance for the whole network.</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input type="checkbox"/> Essential (Start within 1 yr) <input checked="" type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Location Map:</p>		
<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>		

6-D

Life-to-Date Expenditures Through FY 2019/2020: 650,000		FY 21/22 - FY 22/23 Budget						
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design	140,000		300,000					300,000
Right of Way			400,000					400,000
Construction			1,100,000				6,900,000	1,100,000
Other								6,900,000
PROJECT TOTAL	140,000		1,800,000	0	0	0	6,900,000	8,700,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Measure A (2001)								
804 0008-2001	35,000							
Cap Proj Grants (2301)								
804 0008-2301	105,000							
PW Gen Cap Proj (3002)			1,800,000					1,800,000
804 0008-3002								
Unfunded (UNF)							6,900,000	6,900,000
UNF								
REVENUE TOTAL	140,000		1,800,000	0	0	0	6,900,000	8,700,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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<p>Project Title: Alessandro / Day / Cactus Loop</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input type="checkbox"/> Essential (Start within 1 yr) <input checked="" type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: This project will install 2,660 LF of new backbone conduit and cable along Day Street and Cactus Avenue.</p> <p>Environmental: July 2022 to September 2022 Design: October 2022 to December 2022 Construction: January 2023 to June 2023</p> <p>Justification or Significance of Improvement: This project will improve system reliability and provide a loop feed for future projects and the Cactus Commerce project along Day Street and Cactus Avenue.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p> <p>Council District(s): <input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

E-3

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design				1,000				1,000
Right of Way				49,000				49,000
Construction				1,160,000				1,160,000
Other								
PROJECT TOTAL	0		0	1,210,000	0	0	0	1,210,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011				1,210,000				1,210,000
REVENUE TOTAL	0		0	1,210,000	0	0	0	1,210,000

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<p>Project Title: Curbside Electric Vehicle Charging Station</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>Install a curbside electric vehicle charging station (one Level 2 charger) on Davis Street in The District commercial/industrial area. This will be the City's first curbside installation of an electric vehicle charging station.</p> <p>Environmental: September 2021 to October 2021 Design: November 2021 to January 2022 Construction: February 2022 to May 2022</p> <p>Justification or Significance of Improvement:</p> <p>There are currently no City-owned electric vehicle charging stations north of SR-60. Curbside charging near commercial areas is convenient for electric vehicle owners. Providing a curbside charging station that will be accessible to the public 24/7 will provide a convenient location to serve the community and visitors to Moreno Valley.</p> <p>Estimated Maintenance Costs:</p> <p>Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p>  <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

E-4

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ.			1,000					1,000
Design			15,000					15,000
Right of Way								
Construction			50,000					50,000
Other								
PROJECT TOTAL	0		66,000	0	0	0	0	66,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011			66,000					66,000
REVENUE TOTAL	0		66,000	0	0	0	0	66,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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<p>Project Title: Electric Vehicle Charging Station Corporate Yard</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: This project will install electric vehicle charging stations (two Level 2 and one Level 3 chargers) at the City's Corporate Yard public parking lot and install electrical infrastructure that will "make ready" future electric vehicle charging stations in the Corporate Yard's fleet parking lot.</p> <p>Environmental: September 2021 to October 2021 Design: November 2021 to January 2022 Construction: February 2022 to May 2022</p> <p>Justification or Significance of Improvement: The nearest charging station is 2.90 miles from the City's Corporate Yard. Providing a charging station that will be accessible to the public 24/7 will provide a convenient location to serve the community and visitors to Moreno Valley.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p>  <p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>	

E-5

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design			1,000					1,000
Right of Way			15,000					15,000
Construction			100,000					100,000
Other								
PROJECT TOTAL	0		116,000	0	0	0	0	116,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011			116,000					116,000
REVENUE TOTAL	0		116,000	0	0	0	0	116,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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

E-7

Life-to-Date Expenditures Through FY 2019/2020: 19,116			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Equipment Procurement	545,883		591,536					591,536
Construction								
Other								
PROJECT TOTAL	545,883		591,536	0	0	0	0	591,536
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 0055-6011	545,883		591,536					591,536
REVENUE TOTAL	545,883		591,536	0	0	0	0	591,536

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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<p>Project Title: Gas Switch Alternatives</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input type="checkbox"/> Essential (Start within 1 yr) <input checked="" type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: This project will install solid dielectric switches as an alternative to gas switches at strategic locations along the Day Street Line Extension project. This will reduce the outages on existing customers when future projects get energized.</p> <p>Environmental: July 2022 to September 2022 Design: October 2022 to December 2022 Construction: January 2023 to June 2023</p> <p>Justification or Significance of Improvement: Installing switches to serve future development projects will eliminate outages to future customers.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

E-8

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design				500				500
Right of Way				37,000				37,000
Construction				650,000				650,000
Other								
PROJECT TOTAL	0		0	687,500	0	0	0	687,500
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011				687,500				687,500
REVENUE TOTAL	0		0	687,500	0	0	0	687,500

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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<p>Project Title: Indian Street Line Extension from Gentian Avenue to Iris Avenue</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input type="checkbox"/> Essential (Start within 1 yr) <input checked="" type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: This project will install a new backbone along Indian Street. It will include cable from Gentian Avenue and Indian Street to Santiago Drive in the existing conduit system, and new conduit and cable on Indian Street from Santiago Drive to Iris Avenue.</p> <p>Environmental: July 2022 to September 2022 Design: October 2022 to December 2022 Construction: January 2023 to June 2023</p> <p>Justification or Significance of Improvement: This will improve system reliability/service-restoration by creating a loop feed in the circuit.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4	

E-9

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design				1,000				1,000
Right of Way				20,000				20,000
Construction				1,125,200				1,125,200
Other								
PROJECT TOTAL	0		0	1,146,200	0	0	0	1,146,200
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011				1,146,200				1,146,200
REVENUE TOTAL	0		0	1,146,200	0	0	0	1,146,200

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<p>Project Title: iS5 Network Cyber Security</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: In support of MVU's Cyber Security Response Plan, this project will implement a cyber security strategy, including installation of hardware, software, processes, and procedures to prevent and monitor potential cyber threats and restoration in response to intrusions.</p> <p>Design: July 2021 to December 2021 Construction: January 2022 to June 2022</p> <p>Justification or Significance of Improvement: This will enable MVU to monitor and report any potential cyber security intrusions that could effect the operation of the utility.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

E-10

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design			10,000					10,000
Right of Way Construction			85,000					85,000
Other								85,000
PROJECT TOTAL	0		95,000	0	0	0	0	95,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011			95,000					95,000
REVENUE TOTAL	0		95,000	0	0	0	0	95,000

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<p>Project Title: Moreno Beach Bridge Conduit</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: This project is part of the SR-60 / Moreno Beach Drive Interchange (Phase 2) Project. The scope of this project includes installing conduits, street lights, and meter within the bridge crossing at Moreno Beach Bridge to serve future electrical load and increase system reliability.</p> <p>Design: Completed Advertise / Award: Completed Construction: May 2021 to November 2022</p> <p>Justification or Significance of Improvement: This project improves the capacity of the MVU service territory and increases reliability for new developments.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utility's rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p>  <p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

E-11

Life-to-Date Expenditures Through FY 2019/2020: 5,088			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design	44,911							
Right of Way Construction	450,000		400,000					400,000
Other								
PROJECT TOTAL	494,911		400,000	0	0	0	0	400,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 0056-6011	494,911		400,000					400,000
REVENUE TOTAL	494,911		400,000	0	0	0	0	400,000

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<p>Project Title: Moreno Beach Drive Line Extension from Cactus Avenue to John F. Kennedy Drive</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input type="checkbox"/> Essential (Start within 1 yr) <input checked="" type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: This project will install a new backbone along Moreno Beach Drive. It will include conduit and cable from Cactus Avenue to John F. Kennedy Drive along Moreno Beach Drive.</p> <p>Environmental: July 2022 to September 2022 Design: October 2022 to December 2022 Construction: January 2023 to June 2023</p> <p>Justification or Significance of Improvement: This will improve system reliability and provide a loop feed for the housing tracts and Rancho Belago apartments near the intersection of Moreno Beach Drive and John F. Kennedy Drive.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p> <p>Council District(s): <input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4 </p>	

E-12

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design				1,000				1,000
Right of Way				54,000				54,000
Construction				1,100,000				1,100,000
Other								
PROJECT TOTAL	0		0	1,155,000	0	0	0	1,155,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011				1,155,000				1,155,000
REVENUE TOTAL	0		0	1,155,000	0	0	0	1,155,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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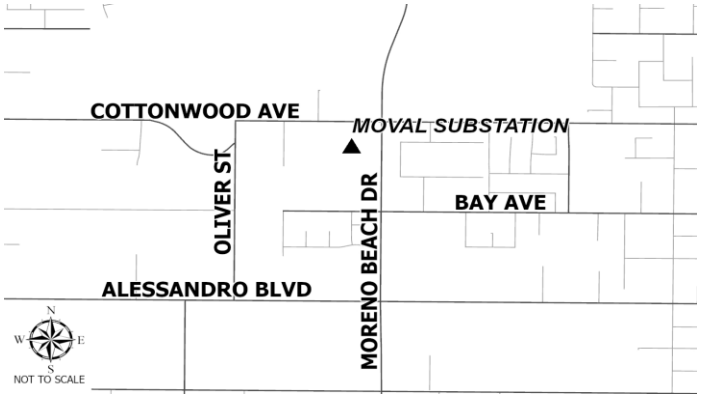
<p>Project Title: Moreno Valley Fire Station #6 SCE to MVU Cutover</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>This project will install new conduit, cable, and electrical facilities within Eucalyptus Avenue. Moreno Valley Utility (MVU) will have a conduit stub upon its completion of the Eucalyptus Avenue Line Extension in order to transfer service from Southern California Edison (SCE) to MVU.</p> <p>Environmental: January 2022 Design: February 2022 to March 2022 Construction: April 2022 to June 2022</p> <p>Justification or Significance of Improvement:</p> <p>SCE currently serves the Moreno Valley Fire Station #6 on Eucalyptus Avenue. MVU will have electrical infrastructure with its completion of the Eucalyptus Line Extension Project which enables providing electrical service to the fire station. A goal of MVU is to provide electrical service to City-owned facilities.</p> <p>Estimated Maintenance Costs:</p> <p>Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

E-13

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ.			1,000					1,000
Design			15,000					15,000
Right of Way								
Construction			125,000					125,000
Other								
PROJECT TOTAL	0		141,000	0	0	0	0	141,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011			141,000					141,000
REVENUE TOTAL	0		141,000	0	0	0	0	141,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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<p>Project Title: MoVal Substation Relay Upgrades</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: This project will install five new protection relays to replace the existing relays at MoVal Substation.</p> <p>Construction: July 2021 to June 2022</p> <p>Justification or Significance of Improvement: A relay failure can cause a power outage to multiple circuits.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p>  <p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

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Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design			10,000					10,000
Right of Way Construction Other			70,000					70,000
PROJECT TOTAL	0		80,000	0	0	0	0	80,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011			80,000					80,000
REVENUE TOTAL	0		80,000	0	0	0	0	80,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
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<p>Project Title: Nason Street Loop Tie from Iris Avenue to Cactus Avenue</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input type="checkbox"/> Essential (Start within 1 yr) <input checked="" type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: This project will install 5,557 LF of new cable and tie-in conduits along Nason Street from Iris Avenue to Cactus Avenue.</p> <p>Environmental: July 2022 to September 2022 Design: October 2022 to December 2022 Construction: January 2023 to June 2023</p> <p>Justification or Significance of Improvement: This will improve system reliability and provide a loop feed for the future development projects along Nason Street from Iris Avenue to Cactus Avenue.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utilities rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>	

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Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design				1,000 68,400				1,000 68,400
Right of Way Construction Other				1,032,800				1,032,800
PROJECT TOTAL	0		0	1,102,200	0	0	0	1,102,200
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Electric-Restricted (6011) 805 XXXX-6011				1,102,200				1,102,200
REVENUE TOTAL	0		0	1,102,200	0	0	0	1,102,200

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
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<p>Project Title: Landscape Maintenance Districts Capital Improvement Renovation</p> <p>Department / Division: Financial & Management Services / Special Districts</p>	<p>Project Status:</p> <input type="checkbox"/> New <input type="checkbox"/> Deleted <input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold <input type="checkbox"/> Completed	<p>Project Priority in CIP Category:</p> <input type="checkbox"/> Essential (Start within 1 yr) <input checked="" type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input checked="" type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input checked="" type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: The project may include the design, construction, and construction management for the following capital improvements in the landscape maintenance districts. For additional information, please see the attached supplemental information sheet. Project was originally designated as 806 0001 in FY19/20.</p> <p>Justification or Significance of Improvement: Landscape maintenance districts throughout the City require Capital Improvement Projects to reduce the cost of maintaining aging infrastructure, to improve efficiencies, and to provide the property owners with the services provided for through the use of a special financing district. The maximum amount of any annual installment shall be authorized through the collection of the rate, consistent with the governing documents of each special financing district, without exceeding the maximum rate.</p> <p>Estimated Maintenance Costs: Maintenance costs are funded through the charges annually levied on the property tax bills.</p>	<p>Project Location Map:</p> <p align="center">Citywide</p> <p align="center">Council District(s):</p> <input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4	

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Life-to-Date Expenditures Through FY 2019/2020:			241,860		FY 21/22 - FY 22/23 Budget			
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ.								0
Design								0
Right of Way								0
Construction								0
Other	1,338,639		1,915,000	1,035,000	1,000,000	1,100,000	1,650,000	6,700,000
PROJECT TOTAL	1,338,639		1,915,000	1,035,000	1,000,000	1,100,000	1,650,000	6,700,000
FUNDING SOURCE								
CFD 2014-01 (2050) 806 SD Budget-2050				50,000	75,000	100,000	125,000	350,000
Zone E (5013) 806 SD Budget-5013	27,952		51,000		40,000	90,000	440,000	621,000
LMD 2014-02 (5014) 806 SD Budget-5014	789,992		600,000	425,000	300,000	300,000	450,000	2,075,000
Zone D (5111) 806 SD Budget-5111	297,440		996,000	500,000	500,000	500,000	500,000	2,996,000
Zone M (5112) 806 SD Budget-5112	223,255		268,000	60,000	60,000	60,000	60,000	508,000
Zone S (5114) 806 SD Budget-5114					25,000	50,000	75,000	150,000
REVENUE TOTAL	1,338,639		1,915,000	1,035,000	1,000,000	1,100,000	1,650,000	6,700,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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Landscape Maintenance Districts Capital Improvement Renovation (Supplemental Information 1)

	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25
Projects	LMD 2014-02 Zone 01					LMD 2014-02 Zone 02					LMD 2014-02 Zone 03					LMD 2014-02 Zone 03A				
Alessandro/ Old 215 Median Renovations																				
Fence Renovation						X														
Irrigation/Smart Controller Installations and Updates						X	X	X	X	X	X	X	X	X	X					
Median Renovations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X					
Parkway Renovations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pump Upgrades			X																	
Stamped concrete on Nason (southern most median)																				

	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25
Projects	LMD 2014-02 Zone 05					LMD 2014-02 Zone 06					LMD 2014-02 Zone 07					LMD 2014-02 Zone 08				
Alessandro/ Old 215 Median Renovations																				
Fence Renovation																				
Irrigation/Smart Controller Installations and Updates																				
Median Renovations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Parkway Renovations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pump Upgrades																				
Stamped concrete on Nason (southern most median)			X																	

	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25
Projects	LMD 2014-02 Zone 09					CSD Zone D					CSD Zone E-7					CSD Zone E-8				
Alessandro/ Old 215 Median Renovations																				
Fence Renovation																				
Irrigation/Smart Controller Installations and Updates						X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Median Renovations																				
Parkway Renovations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pump Upgrades																				
Stamped concrete on Nason (southern most median)																				

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Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

CITY OF MORENO VALLEY
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 FYs 2021-2026 and Beyond

Landscape Maintenance Districts Capital Improvement Renovation (Supplemental Information 2)

Projects	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
	CSD Zone M					CSD Zone S					CFD 2014-01				
Alessandro/ Old 215 Median Renovations	X														
Fence Renovation															
Irrigation/Smart Controller Installations and Updates	X	X	X	X	X						X	X	X	X	X
Median Renovations	X	X	X	X	X			X	X	X			X	X	X
Parkway Renovations													X	X	X
Pump Upgrades															
Stamped concrete on Nason (southern most median)															

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Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Annual ADA Park Improvements</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p>	<p>Project Status:</p> <input type="checkbox"/> New <input checked="" type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: This project upgrades existing facilities (restrooms), park and parking lot ramps, and sidewalks throughout City parks to meet ADA standards. The work will be consistent with the City's ADA Transition Plan. PCS led/managed project.</p> <p>Project Schedule: Ongoing</p> <p>Justification or Significance of Improvement: Cities are required by Federal and State Law to have an ADA Transition Plan, consisting of plans and schedules to upgrade facilities (restrooms), park/parking lot ramps, and sidewalks to ADA specifications. Upgrading these items will enhance usage for people with physical disabilities and other pedestrians.</p> <p>Estimated Maintenance Costs: Annual park maintenance costs average approximately \$12,000 / acre based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site. Parks maintenance is typically funded by Zone A (CDF No. 1 for newer parks).</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4		

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Life-to-Date Expenditures Through FY 2019/2020: 907,259			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other	414,201		50,000	50,000	50,000	50,000	50,000	250,000
PROJECT TOTAL	414,201		50,000	50,000	50,000	50,000	50,000	250,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
PCS Cap Proj (2019) 807 0005 50 57-3016	414,201		50,000	50,000	50,000	50,000	50,000	250,000
REVENUE TOTAL	414,201		50,000	50,000	50,000	50,000	50,000	250,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

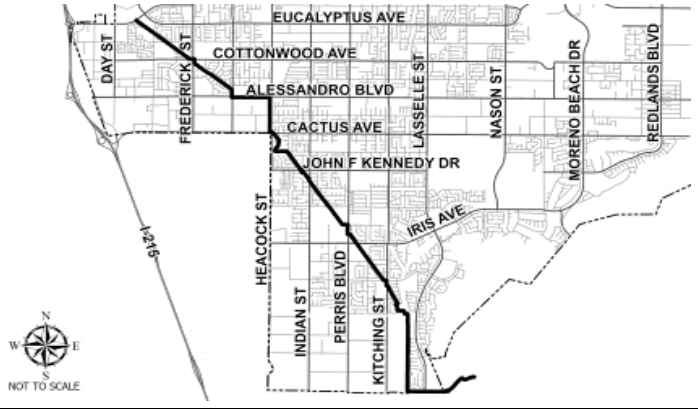
<p>Project Title: Drinking Fountain Replacements at Various Parks</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: Replace drinking fountains at Celebration Park and Vista Lomas. PCS led/managed project.</p> <p>Construction Celebration Park: Completed Construction Vista Lomas Park: Completed Construction Rockridge, Patriot, and Shadow Mountain Parks FY21/22 Construction Towngate II and Cottonwood Staging Parks FY22/23</p> <p>Justification or Significance of Improvement: The existing drinking fountains at these parks have been damaged by vandalism over the years and replacement parts are difficult to find for these outdated units. The newer model is vandal-resistant.</p> <p>Estimated Maintenance Costs: Annual park maintenance costs average approximately \$12,000 / acre based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site. Parks maintenance is typically funded by Zone A (CDF No. 1 for newer parks).</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>	

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Life-to-Date Expenditures Through FY 2019/2020: 25,489			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other	26,510		30,000	22,000				52,000
PROJECT TOTAL	26,510		30,000	22,000	0	0	0	52,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
CFD #1 (5113) 807 0052-5113	26,510		30,000	22,000				52,000
REVENUE TOTAL	26,510		30,000	22,000	0	0	0	52,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
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<p>Project Title: Juan Bautista de Anza Trail Improvements</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>This project includes landscaping, lighting, and amenities along the Juan Bautista de Anza Bikeway. During each year of this multi-year project, segments of the trail will be targeted for improvements. PCS led/managed project.</p> <p>Design: Begin May 2021 Construction: June 2021 to June 2024</p> <p>Justification or Significance of Improvement:</p> <p>The City is currently constructing a paved bike trail to complete the trail connection from the northwest area of the City to the southern area of the City. This project will enhance the trail through landscaping and lighting improvements and amenities which may include benches, trash receptacles, dog waste bag dispensers, and interpretive features such as trail maps, guide markers, and educational resources. The Juan Bautista de Anza Trail offers opportunities for non-automotive transit to local parks, schools, residential neighborhoods, shopping, and entertainment. Beautifying and improving will help the trail be a safe and attractive corridor.</p> <p>Estimated Maintenance Costs:</p> <p>Annual park maintenance costs average \$12,000 / acre based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site. Parks maintenance is typically funded by Zone A (CFD No. 1 for newer parks).</p>	<p>Project Location Map:</p>  <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>	

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Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way								
Construction	250,000		250,000	250,000	250,000			750,000
Other								
PROJECT TOTAL	250,000		250,000	250,000	250,000	0	0	750,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
PCS Cap Proj (5113) 807 0055-3006	250,000		250,000	250,000	250,000			750,000
REVENUE TOTAL	250,000		250,000	250,000	250,000	0	0	750,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

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Capital Improvement Plan - Project Details
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<p>Project Title: LED Lighting Improvements at Various Parks</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: Upgrade current light fixtures at Celebration Park, Vista Lomas Park, Towngate II Park, and Hound Town Dog Park with LED lighting. PCS led/managed project.</p> <p>Construction: FY21/22 - Towngate II and Hound Town Dog Parks Construction: FY22/23 - Vista Lomas and Celebration Parks</p> <p>Justification or Significance of Improvement: Existing light fixtures are inefficient and require costly repairs. New fixtures are more efficient and have a longer lifespan. Hound Town Dog Park currently has no lighting. Adding lighting there would allow expanded hours of operation, beyond dusk.</p> <p>Estimated Maintenance Costs: Annual park maintenance costs average approximately \$12,000 / acre based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site. Parks maintenance is typically funded by Zone A (CDF No. 1 for newer parks).</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>	

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Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other	120,000		50,000	50,000				100,000
PROJECT TOTAL	120,000		50,000	50,000	0	0	0	100,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
CFD #1 (5113) 807 0053-5113	120,000		50,000	50,000				100,000
REVENUE TOTAL	120,000		50,000	50,000	0	0	0	100,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Moreno Valley Community Park Picnic Shelter Replacement</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: Replace three picnic shelters with new steel shelters at Moreno Valley Community Park. PCS led/managed project.</p> <p>Design: August 2021 Advertise / Award: September 2021 Construction: November 2021</p> <p>Justification or Significance of Improvement: The park has three aged shelters that are in need of replacement. New shelters will enhance the appearance of the park and provide improved picnic areas for park visitors.</p> <p>Estimated Maintenance Costs: Annual park maintenance costs average approximately \$12,000 / acre based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site. Parks maintenance is typically funded by Zone A (CDF No. 1 for newer parks).</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

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Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other			175,000					175,000
PROJECT TOTAL	0		175,000	0	0	0	0	175,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
PCS Cap Proj (2905) 807 XXXX-3015			175,000					175,000
REVENUE TOTAL	0		175,000	0	0	0	0	175,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Morrison Park Ball Field Lighting LED Retrofit</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted <input type="checkbox"/> On Hold</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: This project will retrofit ball field lighting with LED at Morrison Park. PCS led/managed project.</p> <p>Advertise / Award: January 2022 Construction: March 2022</p> <p>Justification or Significance of Improvement: LED lighting will improve the quality of ball field lighting and reduce energy consumption.</p> <p>Estimated Maintenance Costs: Annual park maintenance costs average approximately \$12,000 / acre based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site. Parks maintenance is typically funded by Zone A (CDF No. 1 for newer parks).</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input type="checkbox"/> District 4</p>	

6-p

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other			700,000					700,000
PROJECT TOTAL	0		700,000	0	0	0	0	700,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
PCS Cap Proj (2905) 807 XXXX-3015			700,000					700,000
REVENUE TOTAL	0		700,000	0	0	0	0	700,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Pump Track at March Field Park</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
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Project Description:
A pump track, with an adaptive park feature for tots, at March Field Park will bring a new and unique recreation experience to Moreno Valley, and will be a destination recreational feature for the city. A pump track is a looped sequence of rollers and banked turns for bike riders, designed to maximize momentum, so that minimal pedaling is required. The March Field pump track will be designed and built for use by all ages and skill levels, and for regional/national competitions.

Design: August 2021
Advertise / Award: January 2022
Construction: April 2022

Justification or Significance of Improvement:
A pump track at March Field will bring a new and unique recreation experience to Moreno Valley and will be a destination recreational feature for the City.

Estimated Maintenance Costs:
Annual park maintenance costs average \$12,000 / acre based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site. Parks maintenance is typically funded by Zone A (CDF No. 1 for newer parks).

Project Location Map:

Council District(s):

District 1 District 2 District 3 District 4

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Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design			10,000					10,000
Right of Way			40,000					40,000
Construction				1,200,000				1,200,000
Other								
PROJECT TOTAL	0		1,250,000	0	0	0	0	1,250,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
PCS Cap Proj (2905) 807 XXXX-3015			1,250,000					1,250,000
REVENUE TOTAL	0		1,250,000	0	0	0	0	1,250,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Replacement Playground Equipment</p> <p>Department / Division: Parks & Community Services Department / Parks Division</p> <p>Project Description: The purpose of this ongoing project is to replace aging playground equipment at parks throughout the City to comply with Consumer Product Safety Commission (CPSC) regulations. Additionally, adjacent accessibility repairs will be done to comply with current codes. PCS led/managed project.</p> <p>Construction completed: FY 18/19 - Westbluff Construction: FY 21/22 - Hidden Springs and Parque Amistad Construction: FY 22/23 - TBD</p> <p>Justification or Significance of Improvement: The playground equipment at some park sites is aging and needs to be replaced.</p> <p>Estimated Maintenance Costs: Annual park maintenance costs average approximately \$12,000 / acre based on budget information provided by the Parks Maintenance Division. Actual maintenance costs may vary depending on the size and amenities of the site. Parks maintenance is typically funded by Zone A (CDF No. 1 for newer parks).</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Location Map:</p>	<p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>	

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Life-to-Date Expenditures Through FY 2019/2020: 1,033,864		FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021	New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design							
Right of Way							
Construction	134,437	200,000	75,000	75,000			350,000
Other							
PROJECT TOTAL	134,437	200,000	75,000	75,000	0	0	350,000
FUNDING SOURCE	Budget FY 2020/2021	New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
PCS Cap Proj (2019) 807 0004 50 57-3016	134,437	200,000	75,000	75,000			350,000
REVENUE TOTAL	134,437	200,000	75,000	75,000	0	0	350,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Citywide Traffic Sign Retroreflectivity Inventory (2022)</p> <p>Department / Division: Public Works Department / Transportation Engineering Division</p>	<p>Project Status:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)
<p>Project Description: To comply with Federal requirements for traffic sign retroreflectivity, the Transportation Engineering Division will field measure the retroreflectivity of existing signs to determine conformance to new standards. Based on the results, a sign replacement program will be proposed.</p> <p>Complete Inventory: June 2022</p> <p>Justification or Significance of Improvement: This project will maintain conformance with national standards, improve the quality of the City's deployed traffic signs, and manage liability.</p> <p>Estimated Maintenance Costs: The project is expected to reduce sign maintenance cost by reducing the need to replace signs before the end of their useful life.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p align="center">Council District(s):</p> <input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4		

T-1

Life-to-Date Expenditures Through FY 2019/2020: 0			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design Right of Way Construction Other			100,000					100,000
PROJECT TOTAL	0		100,000	0	0	0	0	100,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000) 808 XXXX-2000			100,000					100,000
REVENUE TOTAL	0		100,000	0	0	0	0	100,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Traffic Signal Coordination Program</p> <p>Department / Division: Public Works Department / Transportation Engineering Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: City staff will update existing traffic signal coordination plans to support deployment of new traffic signal control equipment. Eight arterials are currently synchronized and would be updated as necessary: Frederick Street, Heacock Street, Perris Boulevard, Lasselle Street, Box Springs Road / Ironwood Avenue, Sunnymead Boulevard, Alessandro Boulevard, and Cactus Avenue. Currently, 58 signals are operating in coordination.</p> <p>Schedule: Ongoing as dictated by traffic pattern changes.</p> <p>Justification or Significance of Improvement: This project will optimize the performance of Moreno Valley's most heavily traveled arterials. This project pays for staff time, therefore, no additional maintenance cost.</p> <p>Estimated Maintenance Costs: Traffic signal maintenance is funded by the operating budget.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>		

II-1

Life-to-Date Expenditures Through FY 2019/2020: 333,657			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way Construction								
Other	117,684		20,000	20,000	30,000	30,000	30,000	130,000
PROJECT TOTAL	117,684		20,000	20,000	30,000	30,000	30,000	130,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Air Quality Mgmt (2005) 808 0004 70 76-2005	117,684		20,000	20,000	30,000	30,000	30,000	130,000
REVENUE TOTAL	117,684		20,000	20,000	30,000	30,000	30,000	130,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND

**CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FYs 2021-2026 and Beyond**

<p>Project Title: Traffic Signal Equipment Upgrades</p> <p>Department / Division: Public Works Department / Transportation Engineering Division</p>	<p>Project Status:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input checked="" type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description:</p> <p>The Transportation Engineering Division will undertake traffic signal and traffic control equipment upgrades to improve safety and operations. Planned improvements include accessible pedestrian signal equipment, replacement of damaged traffic signal wiring, upgrade of older traffic signal cabinets/equipment, installation of light emitting diode (LED) safety lighting at locations not existing or programmed, and installation of a new Advanced Traffic Management System (ATMS) at the Traffic Management Center.</p> <p>Schedule: Ongoing</p> <p>Justification or Significance of Improvement:</p> <p>The Transportation Engineering Division routinely upgrades traffic signal equipment to maintain compliance with Federal and State Standards, to respond to requests from constituents, and ensure proper functionality of the traffic signal system.</p> <p>Estimated Maintenance Costs:</p> <p>The budget is largely being used to replace outdated traffic control equipment and therefore should reduce ongoing maintenance costs. Maintenance of traffic control equipment is funded by the operating budget.</p>	<p>Project Location Map:</p> <p align="center">CITYWIDE</p>	
<p>Council District(s):</p> <p><input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>		

T-12

Life-to-Date Expenditures Through FY 2019/2020: 428,959			FY 21/22 - FY 22/23 Budget					
PROJECT PHASE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Prelim. Eng. / Environ. Design								
Right of Way Construction	164,067		280,000	80,000	80,000	80,000	80,000	600,000
Other								
PROJECT TOTAL	164,067		280,000	80,000	80,000	80,000	80,000	600,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2021/2022	New Request FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026 and Beyond	Total
Gas Tax (2000)								
808 0013 70 76-2000			200,000					200,000
Measure A (2001)								
808 0013 70 76-2001	164,067		80,000	80,000	80,000	80,000	80,000	400,000
REVENUE TOTAL	164,067		280,000	80,000	80,000	80,000	80,000	600,000

Attachment: FY 2021.22 & 2022.23 CIP - New Funding Requests (4378 : PUBLIC HEARING AND