



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**

August 3, 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
AUGUST 3, 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 - JUN 1, 2021 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - CLOSED SESSION - JUN 15, 2021 5:30 PM

Recommendation: Approve as submitted.

- A.4. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH MAY 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 May 31, 2021.

- A.5. APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES (LOCC) 2021 ANNUAL CONFERENCE - Annual Business Meeting (Report of: City Clerk)

Recommendations:

1. ADOPT RESOLUTION NO. 2021-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOINTING DELEGATES AND AN ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES AS OFFICIAL REPRESENTATIVES OF THE CITY OF MORENO VALLEY; and
2. DIRECT STAFF TO SUBMIT TO THE LEAGUE A CERTIFIED COPY OF THE RESOLUTION APPOINTING COUNCIL MEMBER DAVID MARQUEZ AS THE DELEGATE AND MAYOR DR. YXSTIAN A. GUTIERREZ AS THE ALTERNATE BY AUGUST 31, 2021.

- A.6. SECOND READING AND ADOPTION OF ORDINANCE NO. 981 ADOPTING A MUNICIPAL CODE ZONING ORDINANCE AMENDMENT AND RELATED CHANGES TO THE OFFICIAL ZONING ATLAS (Report of: Community Development)

Recommendation:

1. Conduct the second reading by title only and adopt Ordinance No. 981.

A.7. ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR FISCAL YEAR 2021-22 (Report of: Public Works)

Recommendations:

1. Accept \$430,000 of the Transportation Development Act Article 3 Bicycle and Pedestrian Facilities Program (SB 821) funding;
2. Authorize the Chief Financial Officer to appropriate \$430,000 as revenue and expense in the SCAG Article 3 Fund (Fund 2800);
3. Authorize an amendment of the Capital Project Improvement Plan (CIP) FY 2021/22 & 2022/23 to add Pedestrian Access Ramps Improvements Project 801-0095 to FY 2021-22; and
4. Authorize the City Manager to execute Riverside County Transportation Commission (RCTC) Agreement No. 21-62-109-00, and any subsequent amendments, subject to the City Attorney review and approval.

A.8. PAYMENT REGISTER- MAY 2021 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.9. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (Report of: Financial & Management Services)

Recommendations:

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

Recommendation:

1. Ratify the list of personnel changes as described.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF JUN 1, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CLOSED SESSION OF JUN 15, 2021 5:30 PM (See A.3)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF JUN 1, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CLOSED SESSION OF JUN 15, 2021 5:30 PM (See A.3)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF JUN 1, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CLOSED SESSION OF JUN 15, 2021 5:30 PM (See A.3)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - REGULAR MEETING OF JUN 1, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - CLOSED SESSION OF JUN 15, 2021 5:30 PM (See A.3)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - NONE

G. GENERAL BUSINESS

- G.1. AUTHORIZATION TO REFINANCE THE 2018 STREETLIGHT FINANCING AGREEMENT WITH BANC OF AMERICA LEASING & CAPITAL (Report of: Financial & Management Services)

Recommendations: That the City Council:

Adopt Resolution of the City Council of the City of Moreno Valley, California, authorizing the execution and delivery of Amended and Restated Equipment Lease/Purchase Agreement with Banc of America Leasing & Capital, LLC, saving the General Fund an estimated \$855,000 over the term of the agreement.

- G.2. PROPOSED LOCAL MORENO VALLEY ESSENTIAL SERVICES MEASURE (Report of: Financial & Management Services)

Recommendations: That the City Council:

Adopt the attached Resolution No. 2021-XX, Placing the Local Moreno Valley Essential Services Measure, a One Cent Local General Tax Measure on the Ballot for voter consideration on the November 2, 2021 Election.

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: July 29, 2021

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
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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
June 1, 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 6:01 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Gutierrez.

ROLL CALL

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

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 Jun 1, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

Angel Lopez-Ramirez

1. Stated that he was a candidate for District 2 and greeted his neighbors.
2. Thanked the Box Spring Community who gathered 300 signatures regarding the issue of Homelessness near Seneca Elementary.
3. Reported that the Federal Social Security Administration is taking charge in assisting the homeless situation by opening advocacy to third party groups, non-profits, and faith based group such as churches.
4. Stated that over the weekend people were setting off fireworks in the community, and some areas sounded like a war zone. He suggested that the Council should increase the fines and penalties as a deterrent to using fireworks, which bother Veterans who suffer from PTSD symptoms.
5. Addressed the fallen San Bernardino Deputy Dominique Vaca and provided his sincerest wishes to the family for their loss
6. Asked the Council to hold off on any Planning Commissioner appointments until District 2 has proper representation.

Henri Rahmon

1. Addressed the ongoing yearly notices from the Fire Department regarding weed abatement. He provided the history of his property and the issues he has had in the past with incorrect abatements. He believes that the crew of weed abatement should not profit from this situation.

Mayor Gutierrez informed Mr. Rahmon that his information was taken and staff would follow-up with him.

Robert Then

1. Welcomed everyone back to the in-person meeting.
2. Stated his concerns with the air quality in Moreno Valley and requested this issue be an item of interest in all other agency meeting agendas.

Elena Santa Cruz

1. Thanked the City for all the assistance provided during the pandemic, including the mask distribution, the library hot spots, and the ease of checking items out. She said the most important were the jobs they created and the assistance they provided to the businesses.

Tom Jerele

1. Thanked the Council and welcomed everyone back.
2. Thanked Fire, Police, and all our First Responders.
3. He noted that redevelopment is the only tool that works favorably and encouraged the Council to lobby to bring it back.

Keri Then

1. Stated she was a 25-year resident of District 2 and a candidate for City Council.
2. Commented on the accident on Agua Dulce and thanked the Fire Fighters for their amazing work.
3. Stated there was an elected City Council Member not appointed to the City Committees. She was concerned with the lack of representation for that district. She requested that the Mayor ensure that every member of the elected City Council was given a voice on every City Commission, Committee, and Regional body and duly represented.

Stella Corbalan

1. Congratulated Mayor Gutierrez on the beautiful and prosperous City of Moreno Valley.
2. Requested a Multi-Cultural Committee where members of the City could have the flexibility to share opinions and communicate with each other.
3. Requested to have multi-cultural events at the Amphitheatre to unite the community.
4. Requested to have an arts section in the City where students have the ability to express their talents and skills.

David Zeitz

1. Stated his opposition to the reappointment of Ray Baker and JoAnn Stephan to the Planning Commission. Requested any appointments to the Planning Commission wait until District 2 has representation. He further stated that several qualified applications were sent to the City and the Mayor and they have been ignored.

Janet Bernake

1. Stated she was the organizing Director for the Center of Community Action and Environmental Justice. She stated her opposition to Agenda item A.15, which proposes an Automatic License Plate Reader (ALPR) Program.

JoAnn Stephan

1. Stated she was qualified to sit as a Planning Commissioner.
2. Stated her reasons why she should be on the City Council.

Louise Palomarez

1. Saluted our Veterans and Council Member Carla Thornton.
3. Thanked the Police Department and Fire Department for their great work.
4. Requested to have the seats on City Council filled quickly.
5. Stated the new amphitheater is great and is satisfied with the way the City is moving.

Mayor Gutierrez thanked the people in attendance that were appointed by him and subject to ratification including the young members of the ELC.

JOINT CONSENT CALENDARS (SECTIONS A-E)

Motions were made to approve the Consent Calendar with the exception of Item A.20.

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

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 - 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 (RESO. NO. 2021-41) (Report of: City Manager)

Recommendations:

1. Adopt Resolution No. 2021-41 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 (2021-42) (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2021-42, 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) (RESO. NOS. 2021-43, CSD 2021-21)

Recommendations: That the City Council:

1. Receive and file the Fiscal Year 2020/21 Third Quarter Budget Review.
2. Adopt Resolution No. 2021-43. 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 2021-21. 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 2021-03. 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 (AGMT. NO. 2021-100) (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. (AGMT. NO. 2021-101) (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 (AGMT. NO. 2021-102) (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 (AGMT. NO. 2021-103 & AMEND. NO. 2018-509-03) (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.

Council Member Cabrera discussed the construction area and thanked staff for their work on this project.

- 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 (AGMT. NO. 2021-104) (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 (AGMT. NO. 2021-105) (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.

Council Member Cabrera requested that this item be continued to the June 15th Council Meeting. He asked if this item would come back for a second vote.

Interim City Attorney Quintanilla stated that the resolution only needed one vote.

- 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 (RESO. NO. 2021-44) (Report of: Fire Department)

Recommendation:

1. Adopt Resolution No. 2021-44, 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. 2021-106) (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.

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.

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

Mayor Pro Tem Baca thanked everyone who applied for the various boards, committees, and commissions.

Council Member Marquez requested to have a separate vote for each body. He would like to see the Planning Commissioners have term limits. He requested that others be given the opportunity to serve. He also questioned why he was not appointed to any outside Council Committees.

Mayor Gutierrez stated the item would be pulled for a separate vote as a slate not by individual body.

Mayor Pro Tem Baca stated that Council Member Marquez sent Mayor Gutierrez a letter asking not to serve on these committees. Furthermore, if Council Member Marquez had changed his mind and would like to serve he should send Mayor Gutierrez another letter informing him of this change and include the committees he would like to serve on.

Council Member Marquez stated that he could show everyone his cellphone so that they can see how many times he has called and texted Mayor Gutierrez with no response.

City Clerk Jacquez-Nares provided a brief report on this item.

Interim City Attorney Quintanilla explained Government Code Section 40605, which gives the directly elected Mayors of general law cities the ability to appoint all members to boards, committees, and commissions. The City Council then ratifies said appointments.

He further explained that the Mayor presented the item as a slate and that it would be out of order according to Robert Rules and other administrative procedures to remove and take a separate vote on each body separately. Interim City Attorney Quintanilla also explained the Attorney General's opinion on this same issue.

Mayor Gutierrez clarified the application appointment process and the potential vacancies of the several committees.

Council Member Cabrera asked how many applications were received for the Planning Commission since the beginning of this year. He also asked how many out of the six went through the whole process.

City Clerk Jacquez-Nares answered six applications were received and the applications remain active for a year. She provided the application routing process for potential appointment.

Council Member Marquez asked when he was advised that this item might be brought up in the meeting. He also asked why the item was not on his draft agenda when he met with City Manager Lee for his one on one meeting on Thursday.

Interim City Attorney Quintanilla stated that the City Clerk brought it to his attention when the item was placed on the agenda and again today.

City Manager Lee stated that on Thursday, it is a tentative draft agenda and the agenda is not finalized until Thursday afternoon when it is published.

Mayor Gutierrez clarified that this issue is reoccurring every couple of years and the previous City Attorney opined in the same manner. He further stated that it was very important that the slate is ratified because there are many committees that will expire by June 30. He further stated that approval would ensure we could carry out City business.

Council Member Cabrera thanked everyone that attended, volunteered, and applied for these positions. He explained that he is on board with all the names on the list with the exception of the Planning Commission. He stated that he did not know Johann Stephan for very long but thought she had good intentions and did a good job. He mentioned that he did not know applicant Baker but that he has been on the Planning Commission for a very long time. He noted that the Mayor could amend or

change the list. He expressed his desire to approve the entire list with the exception of the Planning Commission and to have those appointments come back at the next Council meeting.

Interim City Attorney Quintanilla clarified the City’s use of the background check.

Mayor Gutierrez stated that the item was presented as a slate and would have to be vote upon as a slate.

Mayor Pro Tem Baca stated that she was there to support the Mayor's decision and his duty, if there was something egregious with any of the appointees, it should have been communicated to the Mayor before the meeting. She explained that if a Council Member wanted to vote no on the slate, then they should vote no and no one would get appointed.

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

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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

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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>
Arts Commission	Cabrera	
Emerging Leaders Council	Cabrera	
Environmental and Historical Preservation Board	Gutierrez	
Library Commission	Baca	
Parks, Community Services and Trails Committee	Cabrera	
Senior Citizens' Board	Baca	
Traffic Safety Commission	Gutierrez	
Utilities Commission	Gutierrez	
Economic Development Subcommittee	Gutierrez/Cabrera	
Finance Subcommittee	Gutierrez/Cabrera	
Citizens' Public Safety Committee	Baca	
Public Safety Subcommittee	Baca	Gutierrez
Parks and Community Services Council Committee	Gutierrez/Baca	

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RESULT: FAILED [2 TO 2]
MOVER: Dr. Yxstian A. Gutierrez, Mayor
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca,
NOES: David Marquez, Ulises Cabrera

Mayor Gutierrez apologized to the members of the public that were in attendance. He expressed his disappointment that the item did not pass.

Mayor Gutierrez recessed the meeting at 7:10 p.m.

Mayor Gutierrez reconvened the meeting at 7:19 p.m.

F. PUBLIC HEARINGS

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.

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

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

Mayor Gutierrez opened the Public Hearing at 7:21 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 7:21 p.m.

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;

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

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

Mayor Gutierrez opened the Public Hearing at 7:23 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 7:23 p.m.

Motion to approve staff recommendations 3 & 4 with the exception of Maria Luna.

- 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.

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

F.3. PUBLIC HEARING ON THE FORMATION OF COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS MAINTENANCE) (RESO. NO. CSD 2021-22, 2021-23, ORD. NO. CSD 55) (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).

Minutes Acceptance: Minutes of Jun 1, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- 2. Adopt Resolution No. CSD 2021-22, 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.

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

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

Mayor Gutierrez opened the Public Hearing at 7:29 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 7:29 p.m.

- 4. Acting as the legislative body of the Moreno Valley Community Services District Community Facilities District No. 2021-01, Adopt Resolution No. CSD 2021-23, 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 55, 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.

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

Minutes Acceptance: Minutes of Jun 1, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

F.4. PUBLIC HEARING AND ADOPTION OF THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2021/22 & 2022/23 (2021-45, HA 2021-02, CSD 2021-24) (Report of: Public Works)

Recommendations:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. 2021-45. 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.

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

Assistant City Manager/Director of Public Works/City Engineer Wolfe provided a brief report on this item.

Council Member Cabrera stated that the gas tax amount was 8.5 million, how much went to the roads. He requested that staff update the public on the new pump track project.

Assistant City Manager Wolfe stated that 8.5 million is specific to capital improvement projects and paving projects and this amount is the projection for the two-year period. The gas tax formula has been edging up that is why the amount has increased.

Parks & Community Services Director Solano provided the update on the new pump track project.

Council Member Marquez asked for the type of material that will be used for this pump track. He asked if the Moreno Beach Bridge project was included in this funding.

Parks & Community Services Director Solano answered asphalt is the best material for this project.

Assistant City Manager Wolfe confirmed it was.

Mayor Gutierrez opened the Public Hearing at 7:40 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 7:40 p.m.

- 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 2021-02, 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.

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

- 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 2021-24, 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. Motion CSD approve staff recommendation 1

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

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 discussed at the March Joint Powers Commission Meeting held on May 26th. The Commission approved budget amendments for fiscal year 20/21. We also approved modifications to the Veterans Industrial Park 215 project.

Riverside County Habitat Conservation Agency (RCHCA)

Minutes Acceptance: Minutes of Jun 1, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Council Member Marquez reported on the items discussed at the RCHCA Board of Directors meeting on May 20, 2021 include: The City of Moreno Valley has collected a total of \$23,061 in SKR Mitigation fees from September 2020 through March 2021.

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez reported that the RCTC released for public review environmental documents for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program. This is a major step in getting passenger rail service between Los Angeles and the Coachella Valley. Public comments can be submitted up to July 6.

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Lee welcomed back everyone and commended the Mayor and City Council for the work that they did the past year with the pandemic. He further provided all of the programs that were rolled out during the pandemic to help the members of our community. He thanked the Mayor and City Council for their leadership.

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. Thanked City Manager Lee and the City staff.
2. He explained that he has no solution for the illegal fireworks. Requested that the residents say something if they see something.
3. Thanked staff for the clean-up of the illegal dumping and the issuance of fines for illegal dumping.
4. Stated that now the City has \$8 million for potholes. He urged Residents to also report potholes.
5. He explained that the Kaiser Vaccine Center at the old Sears building is well organized and urged residents to make appointments to get their vaccine.
6. Commented on the committee appointments agenda item. Stated that once the change in the slate is made then the others will be appointed.

Council Member Cabrera

1. Stated he was happy to be back in person.
2. Stated that the last year was very difficult in that many lives were lost.
3. Stated he had a town hall last week and thanked the staff of the City Clerk's Office and Parks Department for helping with this meeting.
4. Stated that he would like to have Council support to establish a Multi-Cultural Committee to hold these types of events which was an idea was brought up by Stella Corbalan.
5. Requested the creation of a new Ad Hoc Committee named the Homelessness Joint Task Force that would be specifically geared to talking about homelessness and finding solutions to the homeless issue in the City of Moreno Valley. He asked to be appointed as the chair and another member of the Council to be a co-chair.
6. Proposed and sponsored a Pride Month presentation in June.
7. Recognized and thanked his fiancé Carina and his baby boy.

Mayor Pro Tem Baca

1. Stated it was great to be back. Expressed that it had been a long year for the community and the world. Thankful for the City's great staff who brought in many services to the community. Proud of the Senior Eats program which provided food for seniors and helped restaurants.
2. Encouraged everyone to get immunized.
3. Stated the amphitheater ribbon cutting is this month.
4. Encouraged everyone to participate in the 4th of July parade and to come to the festivities that day at the amphitheater.
5. Stated that the fines for fireworks and illegal dumping have been raised to \$1,000.
6. Critical of Council Member Cabrera, who wanted additional committees set up, but could not approve the existing committees that were on the agenda today. She explained that their lack of support for the Mayor on this item offended her. She expressed that the business of the City needs to move forward this should not be a personal item.
7. She apologized to the proposed appointees for what happened today and expressed hope that the item would be placed on the agenda to be voted on again.

Mayor Gutierrez

1. Stated that what occurred on the appointment agenda item was very unfortunate. Explained that it has been made clear multiple times by our City Attorneys who have opined that the Mayor makes the appointments and it can be presented as a slate. He stated that he is amenable to have the Council Members recommend an applicant for a committee. He restated the screening process.
2. Stated he wants to recognize Pride Month. He participated in the Pride Month March in Los Angeles two years ago and the year before in Boston. He believes

it is important to value everyone. He stated he would issue a Mayoral recognition of Pride Month.

3. He further stated that he would not allow for any of these political games to be played to enhance someone's mayoral campaign.
4. Stated that there are many good things happening in the City as stated by our City Manager and expressed that he appreciates hearing from the community on how they've been helped. He stated we should be very proud of our City.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 8:08 PM in the Memory of San Bernardino Peace Officer Dominique Vaca.

Submitted by:

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

Approved by:

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

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

**CLOSED SESSION – 5:30 PM
June 15, 2021**

CALL TO ORDER

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Housing Authority, and the Moreno Valley Public Financing Authority was called to order at 5:31 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	David Marquez	Council Member
	Ulises Cabrera	Council Member

Absent	Victoria Baca	Mayor Pro Tem
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PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

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

Minutes Acceptance: Minutes of Jun 15, 2021 5:30 PM (CONSENT CALENDAR-CITY COUNCIL)

CLOSED SESSION

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

The Closed Session will be held pursuant to Government Code:

- 1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Case: City of Arcadia, et al. v. Southern California Edison Co.
 Court: Santa Barbara Superior Court
 Case No: 20 CV 02026

Mayor Gutierrez recessed the City Council to the Zoom Meeting Room for their Closed Session at 5:33 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 5:59 p.m.

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

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

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:59 p.m.

Minutes Acceptance: Minutes of Jun 15, 2021 5:30 PM (CONSENT CALENDAR-CITY COUNCIL)

Submitted by:

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

Approved by:

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



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: August 3, 2021

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH MAY 31, 2021

RECOMMENDED ACTION

Recommendation:

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

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/21/21 9:07 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	7/23/21 10:20 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 - May 31, 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
		No expenditures to report for May 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: 07/15/2021



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 - May 31, 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
		No expenditures to report for May 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: 07/15/2021



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 - May 31, 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
		No expenditures to report for May 2021
	<u>\$ 1,043.96</u>	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
	<u>\$ 6,639.00</u>	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: 07/15/2021



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 - May 31, 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
		No expenditures to report for May 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: 07/15/2021



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 - May 31, 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
		No expenditures to report for May 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: 07/15/2021



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: August 3, 2021

TITLE: APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES (LOCC) 2021 ANNUAL CONFERENCE - ANNUAL BUSINESS MEETING

RECOMMENDED ACTION

Recommendations:

1. ADOPT RESOLUTION NO. 2021-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOINTING DELEGATES AND AN ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES AS OFFICIAL REPRESENTATIVES OF THE CITY OF MORENO VALLEY; and
2. DIRECT STAFF TO SUBMIT TO THE LEAGUE A CERTIFIED COPY OF THE RESOLUTION APPOINTING COUNCIL MEMBER DAVID MARQUEZ AS THE DELEGATE AND MAYOR DR. YXSTIAN A. GUTIERREZ AS THE ALTERNATE BY AUGUST 31, 2021.

SUMMARY/DISCUSSION

The League of California Cities Annual Conference is scheduled for September 22 – September 24, 2021, in Sacramento. At this meeting, the League membership will consider and take action on resolutions that establish League policy.

An important part of the Annual Conference is the conducting of the Annual Business Meeting at the General Assembly. The Annual Business Meeting is scheduled for 12:30 p.m. on Friday, September 24, 2021, at the SAFE Credit Union Convention Center. For Moreno Valley to be able to vote at the Annual Business meeting, the City must designate a voting delegate and may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve. Designation of a voting delegate must be done by City Council action.

The League of California Cities has requested attending cities to submit before August 31, 2021, a Resolution designating the voting delegate and two alternates. Adoption of the attached Resolution will satisfy League requirements and enable the City of Moreno Valley to participate in the League's Annual Business Meeting, scheduled for September 24, 2021.

FISCAL IMPACT

The fiscal impact for this League of California Cities trip is approximately \$1,300 and was included in the recently adopted budget.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Regina Flores
Senior Deputy Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Reso No. 2021-XX - League of CA Cities Delegate-Alternate
- 2. Voting Delegate Packet

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/21/21 8:56 AM
City Attorney Approval	<u>✓ Approved</u>	

City Manager Approval

✓ Approved

7/23/21 10:20 AM

RESOLUTION NO. 2021-XX

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

WHEREAS, the League of California Cities (“League”) will hold its 2021 Annual Conference from September 22, 2021 to September 24, 2021 in Sacramento, California; and

WHEREAS, the League’s 2021 Annual Conference will have an Annual Business Meeting on Friday, September 24, 2021 in which the League’s membership may consider and take action on resolutions that establish League policy; and

WHEREAS, in order to participate in the Annual Business Meeting and to attend the League’s 2021 Annual Conference, the Bylaws of League require the City Council to appoint, by a majority vote, a primary Voting Delegate and up to two Alternate Voting Delegates, one of whom may vote in the Annual Business Meeting in the event that the primary designated voting delegate is unable to serve in that capacity; and

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

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

SECTION 1. Council Member David Marquez is hereby appointed to serve as the Voting Delegate to the League of California Cities representing the City of Moreno Valley.

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

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

PASSED, APPROVED AND ADOPTED this 3rd day of August, 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

Attachment: Reso No. 2021-XX - League of CA Cities Delegate-Alternate (5470 : APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, CMC & CERA, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 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 3rd day of August, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

PAT JACQUEZ-NARES, CITY CLERK

(SEAL)



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

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

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

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

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

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

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

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

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

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

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

Name: _____

Email _____

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

Date _____ Phone _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@cacities.org
Phone: (916) 658-8254

Attachment: Voting Delegate Packet (5470 : APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA



Annual Conference Voting Procedures

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



Report to City Council

TO:

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: August 3, 2021

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 981 ADOPTING A MUNICIPAL CODE ZONING ORDINANCE AMENDMENT AND RELATED CHANGES TO THE OFFICIAL ZONING ATLAS

RECOMMENDED ACTION

Recommendation:

1. Conduct the second reading by title only and adopt Ordinance No. 981.

SUMMARY

This item is the second reading of the Ordinance amending the Municipal Code and the City's Official Zoning Atlas map respectively, consistent with the General Plan update approved by City Council on June 15, 2021.

DISCUSSION

The Ordinance amends Title 9 of the Municipal Code (zoning ordinance) and the City's official Zoning Atlas for consistency with the City's General Plan Update. Zoning consistency with the General Plan is a requirement of State law and zoning must be changed to re-establish consistency "within a reasonable time" upon adoption of a new General Plan Land Use Element (Government Code Section 65860(c)). The State Office of Planning and Research suggests that when possible, general plan amendments and related zoning changes should be considered simultaneously.

The City's Official Zoning Atlas will implement the newly established General Plan designations. The following new zoning designations are established by this ordinance:

- DC - Downtown Center

- COMU - Corridor Mixed Use
- CEMU - Center Mixed Use
- B-F - Business Flex
- H O/C - Highway Office/Commercial

A list of permitted uses and development regulations associated with the new zones has been developed consistent with the General Plan policies and vision for each zone. The Corridor Mixed Use, Center Mixed Use, and Downtown Center allow for a mix of commercial and residential uses. The Business Flex and Highway Office/Commercial zones do not include residential uses and the Business Flex zone is the only new zone to permit business park/light industrial uses.

ALTERNATIVES

1. Conduct the second reading by title only and adopt the Ordinance to approve the Municipal Code Zoning Ordinance amendment and the City's Official Zoning Atlas map respectively consistent with the General Plan map. *Staff recommends this alternative since consistency is required by State law between the City's General Plan and the City's Municipal Code.*
2. Provide revisions to the Ordinance and direct staff to restart the adoption process. *Staff does not recommend this alternative because it might require modification of the General Plan update that was approved by City Council on June 15, 2021.*
3. Do not adopt the Ordinance. *Staff does not recommend this alternative as it may delay implementation of the General Plan update and would create uncertainty in the development review process.*

FISCAL IMPACT

There is no fiscal impact with the recommended action.

NOTIFICATION

The agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Chris Ormsby, AICP
Senior Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

Concurred By:
Patty Nevins
Planning Official

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. Ordinance 981 Municipal Code Amendment
- 2. Exhibit A Municipal Code Amendment text
- 3. Exhibit B Permitted Use Table 1 - Table 9.02.020-1
- 4. Exhibit C Permitted Use Table 2 - Table 9.02.020-2
- 5. Exhibit D Zoning Atlas Pages for Ordinance
- 6. Exhibit E PAKO Map
- 7. Exhibit F Mixed Use Overlay Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/21/21 9:08 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	7/23/21 10:21 AM

ORDINANCE NO. 981

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING MUNICIPAL CODE ZONING ORDINANCE AMENDMENT PEN21-0030 TO ESTABLISH NEW ZONES TO IMPLEMENT THE NEWLY ESTABLISHED GENERAL PLAN DESIGNATIONS, AND ZONING ORDINANCE AND OFFICIAL ZONING ATLAS AMENDMENTS TO ADDRESS CONSISTENCY WITH THE COMPREHENSIVE GENERAL PLAN UPDATE AND THE MARCH AIR RESERVE BASE/INLAND PORT AIRPORT LAND USE COMPATIBILITY PLAN

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The City of Moreno Valley (“City”) is a general law city and a municipal corporation of the State of California; and

1.2 Zoning consistency is a requirement of State law and zoning must be changes to establish consistency “within a reasonable time” upon adoption of a new General Plan Land Use element (Government Code Section 65860(c)); and

1.3 Pursuant to the provisions of Section 9.02.200 (Public Hearing and Notification Procedures) of the Moreno Valley Municipal Code and Government Code section 65905, a public hearing before the Planning Commission was scheduled for May 27, 2021, and notice thereof was duly published and posted; an advertisement exceeding the minimum one-eight page was published on May 15, 2021 in lieu of notices to property owners since greater than 1,000 property owners are affected as provided for in Section 9.02.200 (C.2); and

1.4 On May 27th, the regular Planning Commission meeting was adjourned and continued to May 28th at 7:30 p.m. due to the lack of a quorum; and

1.5 On May 28th, the adjourned meeting of the Planning Commission was adjourned and continued to June 8th at 7:00 p.m. due to the lack of a quorum; and

1.6 Pursuant to the provisions of the law, a public hearing was held before the Planning Commission on June 8, 2021, for deliberations and a recommendation to the City Council; and

1.7 After the matter was fully discussed, and the public and other agencies were given the opportunity to present testimony and documentation, the Planning Commission considered and recommended that the City Council certify the Environmental Impact Report and approve of the comprehensive General Plan update; and

1.8 Pursuant to the provisions of Section 9.02.200 (Public Hearing and Notification Procedures) of the Moreno Valley Municipal Code and Government Code section 65905, a public hearing was held before the City Council on June 15, 2021 and notice thereof was duly published and posted; an advertisement exceeding the minimum one-eight page was published on June 4, 2021; and

1.9 Pursuant to the provisions of the law, a public hearing was held before the City Council on June 15, 2021, for deliberations and decision; and

1.10 The matter was fully discussed, and the public and other agencies were given opportunity to present testimony and documentation; and

1.11 The Municipal Code Zoning Ordinance amendment and amendments to the Official Zoning Atlas have been reviewed by City staff for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the review, staff determined that the project impacts are within the scope of the Final Environmental Impact Report prepared for MoVal 2040, the City's Comprehensive General Plan update and Climate Action Plan in that the zoning ordinance and amendments to the zoning atlas implement and are consistent with MoVal 2040, which was fully analyzed and evaluated in the Final Program Environmental Impact Report (State Clearinghouse No. 2020039022); and

SECTION 2 FINDINGS:

That based on the content of the foregoing Recitals and the Evidence contained in the Administrative Record as set forth above, the City Council makes the following findings:

- (a) The proposed amendment is consistent with the existing goals, objectives, policies and programs of the general plan.
- (b) The proposed amendment will not adversely affect the public health, safety or general welfare.
- (c) The proposed amendment is consistent with the purposes and intent of this title.

SECTION 3 AMENDMENT OF THE MUNICIPAL CODE ZONING ORDINANCE AND OFFICIAL ZONING ATLAS

3.1 The City of Moreno Valley Zoning Ordinance and Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by Zoning Code amendments to address consistency with the comprehensive General Plan Update including establishing new General Plan designations and a related Permitted Use for the new zones, marked "Exhibit A," Permitted Uses Tables marked "Exhibits B and C," and placing in effect the zone or zone classification to Pages 47, 50-52, 56-59, 68, 70-72, 75, 81-87, 97-100, 111-114, 125-128, 140, 141, and 155 of the Official Zoning Atlas as shown on the attached maps marked "Exhibit D" and included herein by reference and on file in the office of the City Clerk, and

modifications to the overlay zones marked “Exhibits E and F” which are required for consistency with the modifications to the zoning atlas amendments.

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6. EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, _____.

CITY OF MORENO VALLEY
CITY COUNCIL

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance 981 Municipal Code Amendment (5469 : SECOND READING AND ADOPTION OF ORDINANCE NO. 981)

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 2021-981 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 3rd day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance 981 Municipal Code Amendment (5469 : SECOND READING AND ADOPTION OF ORDINANCE NO. 981)

9.01.090 Zoning districts.

A. Districts Created. In order to provide a uniform basis for regulating the use of land, buildings and structures, and to establish minimum site development regulations and performance standards applicable to sites within the city, the city is divided into the following districts:

1. Residential Districts.
 - a. Rural residential (RR) district;
 - b. Hillside residential (HR) district;
 - c. Residential 1 (R1) district (forty thousand (40,000) square feet minimum lot size);
 - d. Residential 2 (R2) district (twenty thousand (20,000) square feet minimum lot size);
 - e. Residential agriculture 2 (RA2) district (twenty thousand (20,000) square feet minimum lot size);
 - f. Residential 3 (R3) district (ten thousand (10,000) square feet minimum lot size);
 - g. Residential 5 (R5) district (seven thousand two hundred (7,200) square feet minimum lot size);
 - h. Residential 10 (R10) district;
 - i. Residential 15 (R15) district;
 - j. Residential 20 (R20) district;
 - k. Residential 30 (R30) district;
 - l. Residential single-family 10 (RS10) district.
2. ~~Mixed Use Districts.~~
 - a. ~~Mixed use development 1 (MUD1) district;~~
 - b. ~~Mixed use development 2 (MUD2) district.~~
2. Commercial Districts.
 - a. Neighborhood commercial (NC) district;
 - b. Community commercial (CC) district;
 - c. Village commercial (VC) district;
 - d. Tourist recreation commercial (TRC) district;
 - e. Office commercial (OC) district;
 - f. Office (O) district.
3. Employment Districts.
 - a. Business park (BP) district;
 - b. Business park-mixed use (BPX) district;
 - c. Industrial (I) district.
4. Open Space and Agricultural Districts.
 - a. Open space (OS) district;
 - b. Agriculture (AG) district.

5. Special Districts.

- a. Public (P) district;
- b. Specific plan (SP) district, precise zoning adopted separately and reflected on zoning atlas;
- c. Medical use overlay (MUO) district;
- d. ~~Airport installation compatibility use zone (AICUZ)~~
- d. Outdoor advertising display overlay (OADO).
- e. Mixed Use Zones (B-F, CEMU, COMU, DC, H/OC)
- f. Mixed Use Overlay Districts

Parenthesis () following district name is abbreviation appearing on zoning atlas maps.

B. Adoption of Official Zoning Atlas.

1. The boundaries of the zoning districts established pursuant to subsection A of this section are delineated upon that certain map(s) entitled "Official Zoning Atlas of the city of Moreno Valley," sometimes referred to as the "zoning map." The zoning atlas, together with all pages, legends, notations, references, boundaries, and other information thereon, is attached to and incorporated by reference in the ordinance adopting this title and is incorporated into this title by reference.

2. A copy of the official zoning atlas shall be kept on file with the city clerk and community development director and shall be made available to the public. Changes in the boundaries of any district shall be made by ordinance pursuant to Section 9.02.050 of this title, and shall be reflected on the official zoning atlas. The community development director shall be responsible for keeping official records relative to zoning atlas amendments.

C. Determination of Zoning District Boundaries.

1. Wherever a lot or site is divided by the boundary between districts, the regulations applicable within each district shall apply to each portion of the site situated in a separate district.

2. The following rules shall apply for determining the boundaries of any district on the zoning atlas:

a. Although zoning district boundaries depicted on the official zoning atlas may follow street or other right-of-way boundary lines, the district boundary shall not be construed to be the right-of-way boundary. The centerline of the rightof-way shall be the district boundary;

b. In unsubdivided property, where a district boundary divides a lot, the location of the district boundary, unless the same shall be indicated by dimensions, shall be determined by use of the scale appearing on the zoning atlas;

c. A symbol or symbols indicating the classification of property on the zoning atlas shall in each instance apply to the whole of the areas within the zoning district boundaries;

d. Where a public street, alley or right-of-way is officially vacated or abandoned, the regulations applicable to abutting property shall apply equally to each half of such vacated or abandoned street, alley or right-of-way adjacent to that abutting property. (Ord. 810 § 3.1, 2010; Ord. 797 § 2.1, 2009; Ord. 726 § 4.1, 2006; Ord. 694 § 1.1, 2005; Ord. 671 § 2, 2004; Ord. 564 § 2.2, 2000; Ord. 475 § 1.4, 1995; Ord. 468 § 1.1, 1995; Ord. 359, 1992)

9.02.020 Permitted uses.

The following tables contain columns with headings identifying zoning districts, and list uses by indicating the zoning district or districts in which each use is permitted or allowed and whether the stated use is permitted subject to district requirements, or whether the stated use is allowed only after obtaining a conditional use permit. Where the table indicates, a use is allowed with conditional use permit, unless otherwise expressly provided, all district uses and other standards and requirements shall apply. Permitted Uses Table 9.02.020-1 identifies all zoning districts within the City except for the Mixed-Use Zones/Corridors and Mixed-Use Overlay Districts, which are in Chapter 9.07.010, Permitted Uses Table 9.07.010-2.

Insert Permitted Uses Table 9.02.020-1 (see Exhibit B)

Insert Permitted Uses Table 9.02.020-2 (see Exhibit C)

Chapter 9.07 SPECIAL DISTRICTS

Article I. Special Districts in General

9.07.010 Mixed-Use Zones/Corridors (B-F, DC, COMU, CEMU, HO/C)

9.07.030 Public District.

9.07.040 Medical use overlay district (MUO).

9.07.060 Airport Land Use Compatibility Plan.

9.07.080 Primary animal keeping district.

Article II. Mixed Use Overlay Districts

9.07.010 Mixed Use Zones/Corridors

A. Business Flex (B-F)

1. **Purpose and Intent.** This designation provides for a range of business activities involving production, distribution, or repair with supporting office and commercial space. Permitted uses include light manufacturing, research and development, warehousing and distribution, automobile services and repair, and other uses consistent with applicable airport land use compatibility regulations. Corresponding zoning will be performance-based to promote flexibility and minimize non-conformance issues with existing uses.

2. **Property Development Standards.** The Business Flex (BF) district applies primarily to parcels fronting Alessandro Boulevard between Old Highway 215 and Elsworth Street. The intent is to provide opportunities for the development of onsite pedestrian-oriented friendly projects with development amenities that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to three (3) stories in height with building frontages near or at the sidewalk, landscaped pathways from the public right-of-way and throughout the development, and parking under or behind buildings.

3. Site Development Standards.

- a. General Requirements. The following table sets forth minimum site development standards for the Business Flex district zone. In addition, projects must comply with the performance standards included in Chapter 9.10, and other applicable ordinances, policies, and programs. The parking standards in MC 9.11.040 off-street parking requirements shall apply.

BUSINESS FLEX District (BF): DEVELOPMENT STANDARDS

<u>Requirement</u>	<u>Development Standards</u>
<u>Density – Persons</u>	<u>Requires consistency with ALUCP and underlying ALUC Zone</u>
<u>Minimum Site Area</u>	<u>Commercial minimum 10,000 square feet; and warehousing uses minimum 35,000 square feet</u>
<u>Minimum site width, in feet</u>	<u>80</u>
<u>Minimum Site Depth, in feet</u>	<u>100</u>
<u>Front Building Setback, in feet (after dedications for right-of-way)</u>	<u>5 to 10 (Building areas above thirty (30) feet in height shall be set back an additional five feet for every 10 feet of additional structure height unless otherwise approved by the Planning Commission.)</u>
<u>Side street building setback area, in feet (after dedications for right-of-way)</u>	<u>10 (Building areas above thirty (30) feet in height shall be set back an additional five feet for every 10 feet of additional structure height unless otherwise approved by the Planning Commission.)</u>
<u>Lot coverage, maximum</u>	<u>60%</u>
<u>Floor Area Ratios</u>	<u>.5*</u>
<u>Building height, in feet, maximum</u>	<u>35 feet in B1 or B2; and up to 70 feet in C1 of the ALUC Plan</u>
<u>Parking front street setback, in feet (after dedications for right-of-way)</u>	<u>For additional information regarding the ALUC Plan, see MC Section 9.07.060</u>
<u>Parking side street setback, in feet (after dedications for right-of-way)</u>	<u>10</u>
<u>Setback Landscaping</u>	<u>10</u>

* Further restrictions/regulations per the 2014 Airport Land Use Compatibility Plan (ALUCP), that include prohibited uses, restricted heights, and restricted FARs. The Business-Flex (BF) District is comprised of portions of the B1, B2, and C1 zones in said plan.

B. Downtown Center (DC)

1. **Purpose and Intent.** The Downtown Center is envisioned as the primary hub and focal point of Moreno Valley and an economic and cultural engine in the region. The district establishes standards to foster development of a vibrant Downtown Center at the heart of the city to serve as a focal point of the community and destination for people from around the region. The district allows for a vibrant mix of business, entertainment, residential, cultural, and civic uses with the focus of the highest intensity of development along Nason Street. It integrates existing uses and layers compatible new land uses and public amenities together at various scales and intensities to foster a mix of uses that encourages people to live, work, play, and shop within the Downtown Center.

With a range of activities day and night, this thriving area will draw people and businesses to Moreno Valley and will showcase the highest quality architecture/design to rival anything in the region. The Downtown Center will integrate the existing hospital complexes and provide visual and physical connections to Moreno Valley College, Lake Perris, and other key destinations within the community.

Visibility is a critical design consideration for the Downtown Center. Design standards for development at the core of the Downtown Center. The district seeks to take advantage of the relatively flat terrain and promote higher building heights to help build visual connections from other locations within the community and enhance the prominence of the Downtown Center as an important destination. Additionally, public plazas and other vantage points within the Downtown Center should be designed to allow for view of the scenic hills surrounding the city, enhancing sense of place.

2. Property Development Standards. The Downtown Center zone applies primarily to parcels in the area generally bounded by Lasselle Street, Iris Avenue, Nason Street, and extending to Cottonwood Avenue at some locations. The intent is to allow for development of a downtown that will include commercial, office, vertical and horizontal mixed use, higher density multi-family development, and lower density residential on the periphery. The most intense development is expected to be focused towards Nason Street. The zone is intended to:

- Ensure orderly and thorough planning and review procedures that will result in quality design; and
- The creation and improvement of common open space and coordination of vehicular, pedestrian, and bicycle circulation; and
- Establish a procedure for the development of land under unified control to achieve efficient land use patterns while permitting creative and innovative approaches to the development of residential, commercial, and mixed-use in the designated DC District in order to create a central downtown business atmosphere towards Nason Street; and
- Encourage mixed development patterns and avoid monotony in large developments by allowing greater flexibility in selecting the means to provide access, light, open space, and amenities; and
- Decrease the burden created by new development on utilities and other infrastructure systems by permitting mixed use development consistent with policies of the General Plan; and

3. Special Requirements. In order to implement the Downtown Center (DC) District General Plan policies, an area plan will be required demonstrating consistency with the principles outlined in the Land Use and Community Character (LUCC) Element, Table LCC-2 and the illustrative development program shown in the LUCC Element, Table LCC-3 prior to approval. For large projects, an existing or proposed Specific Plan may be used in lieu of an Area Plan. Development on smaller parcels and multi-family housing projects may satisfy this requirement with a site plan as determined by the Community Development Director, and development of residential projects on the periphery of the Downtown Center may satisfy the requirement through approval of a Planned Unit Development application.

The Floating Zone Concept

A floating zone is a zone that delineates a general area where certain conditions would need to be considered before a development proposal is approved.

Floating PUDs

The Floating Planned Unit Development (DC-PUD) designation allows for the development of single-family housing and less dense multi-family housing on the periphery of the Downtown Center. This will support development of the most intense development in proximity to Nason Street, allowing residential mixed-use projects with ground-floor commercial uses in proximity to the intersection of Nason Street and Alessandro Boulevard, and encouraging residential development greater than 20 dwelling units per acre along portions of Alessandro Boulevard towards Nason Street.

The designation for the Floating Planned Unit Development zone is indicated on the Official Zoning Map with a circle border and the letters “DC-PUD”. This symbol represents a “floating” designation and is only intended to indicate a general area within which a PUD could be located. It does not preclude other development or uses that would otherwise be permitted within the Downtown Center. The purpose and intent of the PUD Floating Zone is to provide flexibility in planning for residential development of projects.

Floating Plazas

The Floating Parks and Plazas (DC-PPL) zone is used to designate lands that can be publicly or privately-owned and are intended to be programmed for low intensity, publicly accessible open space uses. Parks and Plazas represent a creative solution to provide more public space in the Downtown Center zone. Plazas and pocket parks will generally be spaces that are developed and maintained privately, but open to the public. Opportunities for the creation of these types of plazas will occur as properties in the DC zone develop with higher intensity uses.

The designation for the park or plaza is indicated on the Official Zoning Map with a circle border and the letters “DC-PPL”. This symbol represents a “floating” designation and is only intended to indicate a general area within which a park or plaza site should be located. The specific size, exact location and configuration of such park or plaza site will be finalized only through future development of specific parcels in the DC District through an area plan, Specific Plan, or a site plan. Until such time that these properties are privately developed as a publicly accessible park or plaza space or purchased by the City, development is allowed consistent with the DC zone.

4. Site Development Standards

A. General Requirements. The following sets forth minimum site development standards for the Downtown Center. In addition, projects must comply with the special requirements enumerated in subsection B.3, the performance standards included in Chapter 9.10, and other applicable ordinances, policies, and programs. The parking standards in MC 9.11.040 off-street parking requirements shall apply.

Downtown Center (DC) - DEVELOPMENT STANDARDS

<u>Requirement</u>	<u>Development Standards</u>
<u>Block Development</u>	<u>Blocks over 500 feet should feature midblock connections shall as pedestrian pathways or alleys. Block sizes should range between 330 and 660 linear feet where feasible.</u>
<u>Mid-Block Pathways</u>	<u>Mid-block pathways shall be no less than 16 feet wide.</u>

<u>Buildings shall be oriented such that frontages and entrances are visible and accessible from the public right-of-way, pedestrian connections, parks, or plazas.</u>	<u>Buildings shall be oriented such that frontages and entrances are visible and accessible from the public right-of-way, pedestrian connections, parks, or plazas.</u>
<u>Density - Dwelling Units (Du)/Acre *</u>	<u>NA (with or without affordable housing)</u>
<u>Minimum Site Area</u>	<u>As determined through Area Plan if required or Site Plan review</u>
<u>Minimum site width, in feet</u>	<u>As determined through Area Plan if required or Site Plan review</u>
<u>Minimum Site Depth, in feet</u>	<u>As determined through Area Plan if required or Site Plan review</u>
<u>Front Building Setback, in feet (after dedications for right-of-way) Ground Floor Use</u>	<u>0 - 10 ft</u>
<u>Side street building setback area, in feet (after dedications for right-of-way)</u>	<u>0 - 10 ft</u>
<u>Interior side yard setback in feet</u>	<u>0 - 10</u>
<u>Rear yard setback in feet</u>	<u>10</u>
<u>Lot coverage, maximum</u>	<u>Pending Landscape and Open Space Requirements</u>
<u>Building height, in feet, maximum</u>	<u>None.</u>
<u>Floor Area Ratio (FAR)</u>	<u>NA</u>
<u>Minimum Dwelling Size</u>	<u>*See note below.</u>
<u>Minimum distance between buildings in feet (between residential and commercial uses)</u>	<u>10</u>
<u>Parking (surface) front street setback, in feet (after dedications for right-of-way)</u>	<u>10</u>
<u>Parking (surface) side street setback, in feet (after dedications for right-of-way)</u>	<u>5</u>
<u>Garage/Tuck-Under Parking</u>	<u>Prohibited along front lot lines</u>
<u>Underground/Podium Parking</u>	<u>Allowed beneath building footprints</u>
<u>Above Ground Parking Structure</u>	<u>Allowed if screened from views from public right-of-way and adjacent single family residential zones</u>
<u>Setback Landscaping</u>	<u>All setbacks exclusive of required walkways and driveways will be landscaped planting areas.</u>
<u>Publicly Accessible Open Space (non-residential)</u>	<u>15% of net lot area</u>

<u>Private Open Space (Multi-family residential)</u>	<u>150 sq ft per unit on 1st floor, and 100 sq ft per unit on upper floors</u>
<u>Common Open Space (multi-family residential)</u>	<u>300 sq ft per unit</u>
<u>Ground floor building frontages clear glazing material</u>	<u>60%</u>
<u>Ground floor-to-ceiling minimum height in feet</u>	<u>15-20</u>
*Note: Minimum Dwelling Unit Sizes	
a. Studio and One Bedroom: four hundred fifty (450) square feet;	
b. Two Bedroom: eight hundred (800) square feet;	
c. Three Bedroom: one thousand (1000) square feet;	

C. Corridor Mixed Use (COMU)

1. Purpose and Intent. The Mixed-Use Community Corridor (COMU) zone is intended to create vibrant boulevards that are both a destination and a place where people can work and live. This will consist of buildings that emphasize street-oriented frontages, pedestrian-scaled buildings, creative use of open spaces and building design, and engaging, well-crafted areas for pedestrian activity such as plazas and walkways. The integration of residential and commercial uses into a mix of vertical and horizontal buildings will encourage businesses to relocate and establish a presence in Moreno Valley whereby pedestrians will work, live, shop and enjoy an array of entertainment experiences. The Mixed-Use Corridors will facilitate transit and bicycle use, and pedestrian activity. This designation allows for residential densities from 15 dwelling units per acre up to 25 dwelling units per acre.

2. Establishment and Intent.

The Corridor Mixed-Use District is generally located on Alessandro Boulevard, Perris Boulevard, and Sunnymead Boulevard. For Sunnymead Boulevard, the Village Specific Plan (SP204) provides mixed use standards that are consistent with the intent of this section.

Alessandro Boulevard and Perris Boulevard (COMU) are major entryways into Moreno Valley providing gateways to the City, such that these corridors should:

- a. Facilitate a pedestrian-scaled environment with buildings that emphasize active and street-oriented frontages, well-scaled and designed buildings, and engaging outdoor spaces and landscaping.
- b. Allow for higher intensity residential, commercial, and mixed-use buildings to provide the appropriate height relative to the width of the street.
- c. Provide increased opportunities in Moreno Valley for residents to live near goods, services, transit, and entertainment while also ensuring a high standard and quality of life for residents.
- d. Ensure that consideration and proper transition is designed to adjacent lower-density residential uses.

3. Applicability. For Alessandro Boulevard and Perris Boulevard, the building design standards, site design guidelines, and all other land use and development requirements, standards, or other provisions set forth in MC 9.07.010 shall apply to all development within the Corridor Mixed Use zone (COMU). The City’s Official Zoning Atlas will identify the zone as COMU except that in areas within the Village Specific Plan (SP204), the zoning will be designated as COMU followed by the applicable Specific Plan zone within

the Village Specific Plan. Within the COMU-SP 204 CC zone, commercial uses and development standards of the SP204 CC shall apply, and in addition residential and mixed use are permitted consistent with the standards of the SP204 VCR.

4. Special Requirements. A mix of uses is not required on every site but is desired on sites at intersections in order to foster nodes of commercial mixed use development along the corridor. Commercial uses should be concentrated at intersections and limited to no more than 25 percent of the maximum permitted FAR, excluding parking. No residential uses in a vertical mixed use project are permitted on the ground floor.

5. Permitted Land Uses. For Perris Boulevard and Alessandro Boulevard, Table 9.02.010-2 indicates the uses permitted (X), permitted with a conditional use permit (C), permitted under special distancing requirement (◆), and permitted pursuant to cannabis regulations (M). Any use not specifically indicated for the Corridor Mixed-Use (COMU) zone in Table 9.02.010-2 as a permitted use, or conditional use shall be prohibited unless they are deemed by the Community Development Director to be similar and compatible uses which meet the purpose and intent of the Corridor Mixed-Use zone.

For uses within the COMU – SP204 CC zone, the uses permitted by SP204 CC shall apply and in addition residential and mixed uses are permitted consistent with the standards of the SP204 VCR.

6. Site Development Standards

A. General Requirements. The following table sets forth minimum site development for the Mixed-Use Corridor zone. For the Village Specific Plan (SP204), the development standards of the Village Specific Plan will apply as described under the Applicability section above. In addition, projects must comply with the special requirements enumerated in subsection B.4, the performance standards included in Chapter 9.10, and other applicable ordinances, policies, and programs. The parking standards in MC 9.11.040 off-street parking requirements shall apply.

Corridor Mixed Use (COMU) - DEVELOPMENT STANDARDS

<u>DEVELOPMENT STANDARDS</u>	<u>COMU</u>	<u>Special Provisions</u>
<u>Density - Dwelling Units (Du)/Acre</u>	<u>15-25</u>	<u>NA</u>
<u>Minimum Site Area, square feet</u>	<u>10,000</u>	<u>These requirements apply to parcels created based on a parcel map or tract map, and would not apply to a condominium map.</u>
<u>Minimum site width, in feet</u>	<u>100</u>	
<u>Minimum Site Depth, in feet</u>	<u>100</u>	
<u>Front Building Setback, in feet (after dedications for right-of-way)</u>	<u>5 -10</u>	<u>NA</u>
<u>Side street building setback area, in feet (after dedications for right-of-way)</u>	<u>5</u>	<u>NA</u>
<u>Interior side yard setback in feet</u>	<u>0-10</u>	<u>NA</u>

<u>Rear yard setback in feet</u>	<u>5*</u>	<u>* 15 feet when abutting residential.</u>
<u>Building height, in feet, maximum</u>	<u>5 stories/60 ft.</u>	<u>NA</u>
<u>Maximum Floor Area Ratio (FAR) - Commercial and Mixed-Use</u>	<u>1.3</u>	
<u>Minimum Dwelling Size</u>	<u>*See note below.</u>	
<u>Minimum distance between buildings in feet</u>	<u>10</u>	
<u>Parking (surface) front street setback, in feet (after dedications for right-of-way)</u>	<u>10</u>	
<u>Parking (surface) side street setback, in feet (after dedications for right-of-way)</u>	<u>5</u>	
<u>Garage/Tuck-Under Parking</u>	<u>Prohibited along front lot lines</u>	
<u>Underground/Podium Parking</u>	<u>Allowed beneath building footprints</u>	
<u>Above Ground Parking Structure</u>	<u>Allowed if screened from views from public right-of-way and adjacent single family residential zones</u>	
<u>Setback Landscaping</u>	<u>All setbacks exclusive of required walkways and driveways will be landscaped planting areas.</u>	
<u>Publicly Accessible Open Space (non-residential)</u>	<u>15% of net lot area</u>	
<u>Private Open Space (Multi-family residential)</u>	<u>150 sq ft per unit on 1st floor, and 100 sq ft per unit on upper floors</u>	
<u>Common Open Space (multi-family residential)</u>	<u>300 sq ft per unit</u>	

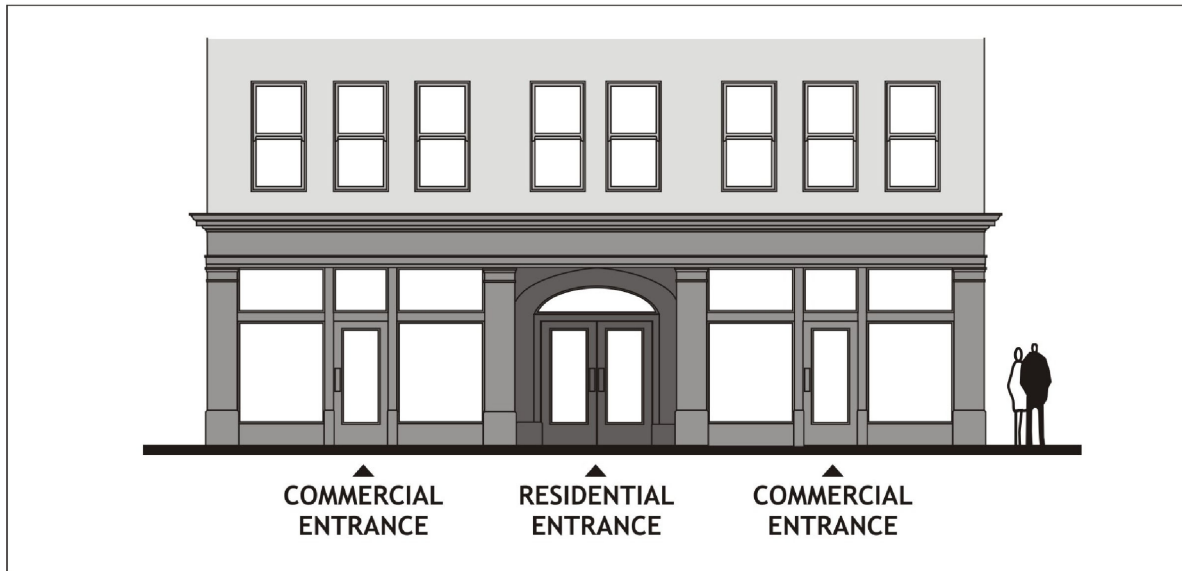
<u>*Note: Minimum Dwelling Unit Sizes:</u>
<u>One Bedroom: four hundred fifty (450) square feet</u>
<u>Two Bedroom: eight hundred (800) square feet</u>
<u>Three Bedroom: one thousand (1000) square feet</u>

Attachment: Exhibit A Municipal Code Amendment text (5469 : SECOND READING AND ADOPTION OF ORDINANCE NO. 981)

B. Design Requirements.

1. Mixed-Use Corridor Development - Specific Design Regulations. Mixed-Use that is vertically integrated into one (1) building or horizontally integrated on the same site shall comply with the development standards listed in this section] as they pertain to Mixed-Use, in addition to the standards below.

- a. Entrances. When nonresidential and residential uses are in the same building, separate pedestrian entrances shall be provided for each use. The entrances for nonresidential uses shall be designed to be visually distinct from the entrances for residential uses.



Combining Residential and Commercial Entrances

- b. Lighting Standards. Lighting for nonresidential uses shall be appropriately designed, located, and shielded to ensure that they do not negatively impact the residential uses in the development nor any adjacent residential uses and shall be consistent with all provisions of MC 9.08.100 (Lighting).
- c. Recycling and Refuse Storage Facilities Standards. Recycling and refuse storage facilities for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from view from the residential portion of the development. Recycling and refuse storage facilities for nonresidential uses shall be compatible in architectural design and details with the overall project.

C. New Streets and Pathways Regulations.

1. Street and Pathway Connectivity. New development shall maintain and enhance pedestrian, bicycle, transit, and vehicle connectivity with a hierarchy of streets and pathways, consistent with the street typology identified in the Moreno Valley General Plan (Map C-1). Primary pedestrian access to buildings shall be from the sidewalk.

- a. Enhanced Streetscapes. Streetscapes shall be enhanced with enriched streetscape elements, including but not limited to a variety of landscaping and pedestrian amenities, such as benches, pedestrian-scaled lighting, trash enclosures, and bicycle storage.

2. Pedestrian-Oriented Design/Pedestrian Access. The design of new projects shall promote walkability and connectivity to include design and orientation standards such as:

- a. Internal Connections. A system of pedestrian walkways shall connect all buildings on a site to each other, including on-site automobile and bicycle parking areas, and any on-site open space areas and pedestrian amenities.
- b. Internal Pedestrian Walkways Width. Internal walkways shall be a minimum of six (6) feet wide adjacent to any common open space areas. Internal walkways elsewhere on the property shall be a minimum of four (4) feet wide and paved with permeable materials, unless walkways are located near swimming pools or in heavily trafficked areas.
- c. Lighting. Lighting shall be incorporated along sidewalks or other pedestrian walkways to enhance the pedestrian environment and provide for public safety. Lighting shall be low mounted, downward casting to reduce light trespass onto adjacent properties, and shall be consistent with all provisions of MC 9.08.100 (Lighting).
- d. Connections to Primary Street. Connections between on-site walkways and the public sidewalk shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the primary entry and sidewalk, generally no more than one hundred twenty-five (125) percent of the straight-line distance.

D. Center Mixed Use (CEMU)

1. **Purpose and Intent.** This designation provides for the redevelopment of existing commercial centers and adjacent uses to complement existing development at prominent entry points into the community. The Centers are envisioned as integrated, pedestrian-oriented places with a mix of uses including retail, dining, entertainment, offices, lodging, recreational and cultural facilities that cater to both motorists passing through and residents of surrounding neighborhoods. It is expected that the Moreno Valley Mall at Towngate and commercial areas at the Festival Specific Plan (SP205) will have opportunities to incorporate higher-density housing on-site to support the vitality of commercial uses and activate the areas.

2. **Applicability.** The Center Mixed Use zone is located entirely within the existing extent of adopted Specific Plans: the Towngate Specific Plan (SP200) and the commercial areas of Festival Specific Plan (SP 205), known as “The District.” The permitted uses of the underlying Specific Plan shall apply except that multi-family residential use (20 to 35 dwelling units per acre) is additionally permitted within the Moreno Valley Mall Planning Area (CEMU – SP200 on the City’s Zoning Map) of the Towngate Specific Plan, and within the areas identified as CEMU (CEMU - SP205 on the City’s Zoning Map) within the Festival Specific Plan (SP 205) in conjunction with a mixed use project. It is expected that a Specific Plan amendment will be completed for any mixed use project within the CEMU. However, a master plot plan may be used to determine the standards for the mixed use project if the Community Development Director finds that the project is consistent with the spirit and intent of the Center Mixed Use General Plan designation.

3. **Property Development Standards.** The Center Mixed Use (CEMU) zone applies primarily to the mall site within the Towngate Specific Plan (SP200) and commercial areas of the Festival Specific Plan (SP205), known as “The District.” The maximum permitted FAR in the CEMU designation is 1.25 with a residential range of 20 to 35 dwelling units per acre. On smaller parcels, additional FAR may be permitted to achieve the desired vision of the area. The underlying standards of the applicable Specific Plan will otherwise apply.

E. Highway/Office Commercial (H/OC)

1. Purpose and Intent. The Highway Office/Commercial (H-OC) zone is envisioned as a gateway to Moreno Valley and from the I-60 Freeway with primary entrances at Moreno Beach Drive and the World Logistics Center Parkway. The zone provides opportunities for distinctive employment or educational campuses. Permitted uses include office, educational, and/or research and development facilities as well as auxiliary commercial uses including restaurants, retail, and service uses. The architectural style should reinforce the rural character intended for the surrounding area.

2. Applicability. The Highway Office/Commercial (H-OC) District applies primarily to parcels between Moreno Beach Drive and World Logistics Center Parkway fronting the I-60 Freeway on the north side, and south of Hemlock Avenue. This zone serves as a major gateway to the City of Moreno Valley from the east.

3. Special Requirements. Implementation will require review and consideration of the applicable sections of the Land Use and Community Character (LUCC) Element, and conformance with the policies applicable to the Highway Office/Commercial (H-OC) designation.

4. Site Development Standards.

General Requirements. The following table sets forth minimum site development standards for Highway Office/Commercial zone development projects. In addition, projects must comply with the special requirements enumerated in subsection B.3, the performance standards included in Chapter 9.10, and other applicable ordinances, policies, and programs. Parking and Loading The parking standards in MC 9.11.040 off-street parking requirements shall apply.

Highway Office/Commercial (HOC): DEVELOPMENT STANDARDS

Requirement	Development Standards
<u>Minimum Site Area</u>	<u>Office/Commercial Uses minimum 20,000 sq. ft.</u>
<u>Minimum site width, in feet</u>	<u>100</u>
<u>Minimum Site Depth, in feet</u>	<u>100</u>
<u>Front Building Setback, in feet (after dedications for right-of-way)</u>	<u>20 (Building areas above thirty (30) feet shall be set back an additional five feet for every 10 feet of additional structure height unless otherwise approved by the planning commission.)</u>
<u>Side street building setback area, in feet (after dedications for right-of-way)</u>	<u>10 (Building areas above thirty (30) feet shall be set back an additional five feet for every 10 feet of additional structure height unless otherwise approved by the planning commission.)</u>
<u>Lot coverage, maximum</u>	<u>60%</u>
<u>Floor Area Ratios (FAR)</u>	<u>0.4 On smaller parcels, additional FAR may be permitted to achieve the desired vision for the area.</u>
<u>Building height, in feet, maximum</u>	<u>Up to 45 feet</u>
<u>Parking front street setback, in feet (after dedications for right-of-way)</u>	<u>20</u>

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<u>Parking side street setback, in feet (after dedications for right-of-way)</u>	<u>15</u>
<u>Setback Landscaping</u>	<u>All setbacks exclusive of required walkways and driveways will be landscaped planting areas.</u>

9.07.030 Public district (P).

A. Purpose and Intent. The primary purpose of the public district is to provide for the conduct of public and institutional activities, including providing protected designated areas for public and institutional facilities.

B. Property Development Standards. The following regulations shall apply to all land and buildings and structures located within the public district:

1. General Requirements. The following sets forth minimum site development standards for public district development projects. In addition, projects shall comply with the special requirements enumerated in subsection (B)(2) of this section, the performance standards included in Chapter 9.10 and other applicable city ordinances and policies.

Property Development Standards General Requirements Table 9.07.030-9

	Requirement	Standard
a.	Minimum site area	1 acre
b.	Minimum site width	160 feet
c.	Minimum site depth	160 feet
d.	Minimum front building setback	30 feet
e.	Minimum side building setback	25 feet
f.	Minimum street side building setback	30 feet
g.	Minimum rear building setback	25 feet
h.	Building height (maximum)	35 feet
i.	Building coverage (maximum)	45%

2. Special Requirements.

- a. Wherever a lot in any public district abuts a lot in any residential district, a minimum building setback of fifty (50) feet shall be required. A minimum of twenty (20) feet of the setback area nearest the district boundary line shall be landscaped and the remaining area may be used for required off-street parking.
- b. Where off-street parking areas are situated such that they are visible from any street, screening in the form of a decorative wall, shrubs, or landscaped earthen berm three feet in height shall be

erected between the required landscape area and the parking area to adequately screen said parking.

- c. Where off-street parking areas are situated such that they are visible from any street, screening in the form of a decorative wall, shrubs, or landscaped earthen berm three feet in height shall be erected between the required landscape area and the parking area to adequately screen said parking.
- d. Required front setback areas shall be landscaped.
- e. Except as otherwise permitted, a street side building setback area shall be used only for landscaping, pedestrian walkways, driveways or off-street parking.
- f. Except as otherwise permitted, required rear and interior side building setback areas shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.
- g. Where off-street parking is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

C. Permitted Public Use. For the public district (P), unless otherwise provided in this title, permitted uses are those described in the permitted uses Table 9.02.020-1 in Section [9.02.020](#) of this title. (Ord. 643 § 2.3, 2003; Ord. 616 § 2.2.6, 2003; Ord. 359, 1992)

9.07.040 Medical use overlay district (MUO).

A. Purpose and Intent. The primary purpose of the medical use overlay district is to implement the general plan concept of creating a medical corridor by limiting land uses to those that are supportive of and compatible with the city's two existing hospitals. The specific purposes of the medical use overlay (MUO) district are to create and maintain a diversity of medical and supportive uses in the vicinity of the Riverside County Regional Medical Center and the Moreno Valley Community Hospital by:

- 1. Providing a range of appropriately located office and commercial uses consistent with the general plan, and
- 2. Ensuring that the appearance and impacts of office and supportive commercial uses are harmonious with the character of the area in which they are located.

B. Applicability. The medical use overlay district shall be combined with any underlying basic district. The provisions of the medical use overlay district under this section shall apply in addition to and, to the extent they are inconsistent, in lieu of the corresponding provisions of the underlying district with which the medical use overlay district is combined.

C. Zoning Map Designation. The medical use overlay district shall be designated on the zoning map by the symbol "MUO."

D. Development Standards.

1. For property with an underlying zoning of office and office commercial, the permitted uses (Permitted Uses Table 9.02.020-1) and development standards (Chapter [9.04](#)) of the office commercial designation shall apply. In addition to the uses already permitted or conditionally permitted in the office commercial zoning, the following uses shall be permitted without a conditional use permit in order to facilitate the purposes of the overlay district:

- a. Ambulance service;

- b. Apparel for medical professions (retail);
 - c. Medical device services and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices;
 - d. Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment;
 - e. Personal services, excluding tattoo parlors.
2. For property with underlying zoning of neighborhood commercial and community commercial, the permitted uses of the underlying zoning shall apply with the following exceptions:
- a. Automobile, motorcycle, truck recreational vehicle and boat sales and incidental minor repairs and accessory installations;
 - b. Auto service stations;
 - c. Automotive, boat, motorcycle and RV repair—Minor—Includes brake, muffler and tire installation and repair;
 - d. Automotive paint and body repair—Major engine overhaul;
 - e. Auto rentals;
 - f. Auto supply stores;
 - g. Boat sales, new and used, including repairs and accessory installation;
 - h. Car wash;
 - i. Convenience stores with or without drive-through;
 - j. Convenience stores with alcohol sales;
 - k. Escort services;
 - l. Fortunetelling;
 - m. Gasoline dispensing (non-retail accessory to an auto-related use);
 - n. Gun shops;
 - o. Kennels and catteries;
 - p. Liquor stores;
 - q. Pawnshops;
 - r. Pool hall;
 - s. Racetracks;
 - t. Storage lots and mini-warehouses. (Ord. 726 § 4.5, 2006; Ord. 694 § 1.1, 2005; Ord. 475 § 1.4, 1995; Ord. 359, 1992)

9.07.060 Airport Land Use Compatibility Plan ~~Air installation compatibility use overlay district (AICUZ).~~

- A. ~~Purpose and Intent. It is the intent and purpose of this air installation compatibility use overlay (AICUZ overlay) district to limit public exposure to aircraft accidents and noise and to encourage future development that is compatible with the continued operation of March Air Force Base. It is also the intent~~

of the AICUZ overlay to recognize and implement the purpose for the guidelines contained in the March Air Force Base air installation compatible use zone report.

- B. ~~Applicability. The AICUZ overlay district shall apply within the accident potential zone I and II as depicted on the official zoning atlas. The provisions of the AICUZ overlay shall apply in addition to the provisions of the underlying district. If there are inconsistencies between the underlying zone and the AICUZ overlay, the AICUZ overlay shall take precedence.~~
- C. ~~Development Standards. Setbacks and other site development standards shall be those of the underlying zoning district.~~
- D. ~~Use Regulations.~~
1. ~~Unless identified as a permitted use within the underlying district in accordance with Table 9.02.020-1, a use within the AICUZ overlay shall be subject to approval of a conditional use permit.~~
 2. ~~Notwithstanding the provisions of the permitted uses table (Table 9.02.020-1), the following uses shall be prohibited in the AICUZ overlay district:~~
 - a. ~~Uses that involve high density public assembly, including concert halls, club houses, churches, amusement areas, passenger terminals, restaurants, nightclubs and similar uses in accordance with the most current air installation compatible use zone report as of the date of the application to establish any such use.~~
 - b. ~~Single and multiple family dwellings, hotels, motels, rest/retirement homes and other residential uses;~~
 - c. ~~Schools, hospitals and day care facilities;~~
 - d. ~~Landfills;~~
 - e. ~~Hazardous waste facilities;~~
 - f. ~~Supermarkets, department stores, swap meets, membership warehouse stores;~~
 - g. ~~Gas stations (automobile service stations);~~
 - h. ~~Manufacturing (general) as defined in this title;~~
 - i. ~~Resource production and extraction. — E. — Evaluation Criteria.~~
 1. ~~Development within the AICUZ overlay district shall avoid uses which concentrate large numbers of people; are noise sensitive; create hazards to aircraft operations; pose special health and safety hazards in the event of an aircraft accident; or involve public facilities and utilities for which disruption would have an adverse impact on large numbers of people. The current March Air Force Base air installation compatible use zone report, referenced in subsection (D)(2)(a) of this section and any amendments thereto which are adopted as amendments to this code, shall be used as a guideline(s) in the evaluation of land uses within the AICUZ overlay district.~~
 2. ~~Appropriate conditions shall be applied to each project to mitigate flight and safety hazards, excessive noise levels and other public safety or welfare concerns. Such conditions shall include a requirement that the property owner(s) grant a navigation easement to the city of Moreno Valley and the March Inland Port Airport Authority in the form and manner approved by the grantees and shall cause such easement to be recorded in the office of the county recorder. (Ord. 604 §§ 2.6, 2.7, 2002; Ord. 393 § 1.7, 1993; Ord. 359, 1992)~~

9.07.060 Airport Land Use Compatibility Plan

A. Purpose and Intent. The purpose of this chapter is to establish and implement the requirements of the Riverside County Airport Land Use Compatibility Plan (ALUCP) for the March Air Reserve Base/Inland Port Airport that affects land uses within the City of Moreno Valley and to encourage future development that is compatible with the continued operation of March Air Reserve Base. It is also the intent of the ALUCP to recognize and implement the purpose for the guidelines contained in the March Air Reserve Base air installation compatible use zone report.

B. Applicability. The provisions of the ALUCP shall apply in addition to the provisions of the underlying district. If there are inconsistencies between the underlying zone and the ALUCP, the ALUCP shall take precedence.

C. Airport Land Use Commission (ALUC).

1. The purpose of an Airport Land Use Commission (ALUC) is to conduct airport land use compatibility planning in order to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports. The statutes governing ALUCs are set forth in Division 9, Part 1, Chapter 4, Article 3.5, Sections 21670—21679.5 of the California Public Utilities Code (PUC).

2. The Riverside County Airport Land Use Commission has two principal duties, which include:

a. Preparing and adopting the ALUCP;

b. Reviewing plans, regulations, and other actions of local agencies, and airport operators to ensure consistency with the RCALUCP.

D. Airport Land Use Compatibility Plan (ALUCP). The Airport Land Use Compatibility Plan (ALUCP) is a State-required, long-range master plan that reflects the anticipated growth of an airport over a 20-year time period. State law requires general and specific plans to be consistent with any ALUCP affecting the City. The requirements are established to limit noise impacts on noise-sensitive uses and to protect and preserve airports and aviation safety, as well as public safety, from aviation-related hazards.

The Riverside County Airport Land Use Compatibility Plan (RCALUCP), designates zones of airport influence areas for 13 airports in Riverside County, and provides a series of policies and compatibility criteria to ensure that both aviation uses, and surrounding areas may continue, and are compatible. In 2014, the ALUC adopted the March Air Reserve Base/Inland Port Airport Compatibility Plan which includes compatibility criteria and maps for influence areas of the March Air Reserve Base/Inland Port Airport.

The RCALUCP establishes specific criteria for each of the airport compatibility zones described in this chapter. For property located within a compatibility zone and subject to airport land use compatibility plan policies and criteria, the ALUCP may be more restrictive than what would otherwise be allowed per City zoning designation applicable to the property. In addition to complying with the zoning requirements of this title, proposed uses and development on property within an airport compatibility zone must be

determined to be consistent with, and comply with the compatibility criteria of the applicable compatibility zone and airport land use compatibility plan.

E. Actions which require ALUC Review. As required by State law, the following types of actions shall be referred to the Airport Land Use Commission for determination of consistency with the applicable Airport Land Use Compatibility Plan prior to approval by the City.

1. The adoption or approval of any amendment to a general or specific plan affecting the property within an airport influence area (Public Utilities Code Section 21676(b)).

2. The adoption or approval of a zoning ordinance or building regulation which affects property within an airport influence area, and involves the types of airport impact concerns listed in Section 1.4 of the March ALUCP (Public Utilities Code Section 21676(b)). These are impacts related to:

- a. Exposure to aircraft noise;
- b. Land use safety with respect both to people on the ground and the occupants of aircraft;
- c. Protection of airport airspace; and
- d. General concerns related to aircraft overflights.

3. Adoption or modification of a master plan for an existing public-use airport (Public Utilities Code Section 21676(c)).

4. Any proposal for expansion of an existing airport or heliport if such expansion will require an amended airport permit from the State of California (Public Utilities Code Section 21664.5).

5. Any proposal for a new airport or heliport whether for public use or private use if the facility requires a State airport permit (Public Utilities Code Section 21661.5).

F. Other land use actions subject to ALUC Review. In addition to the above types of land use actions for which ALUC review is mandatory, other types of land use actions are subject to review under the circumstances described in Section 1.5 of Chapter 2 Countywide Policies of the Riverside County Airport Land Use Compatibility Plan.

G. Timing of ALUC Review. Proposed projects requiring ALUC review should be submitted to ALUC as early in the process as possible so that the Commission's (or ALUC Executive Director's) review can be considered by the City before taking formal action on a project. The timing may vary depending upon the nature of the specific project. However, all projects requiring ALUC review must be submitted to ALUC for review prior to final approval by the City.

H. Actions not subject to ALUC Review—City ALUCP Compatibility Review. For discretionary actions on property within an airport influence area and compatibility zone, but which are not subject to ALUC review as described in Sections E - G above, the City shall review such action for consistency with the applicable ALUCP, and make a finding of project consistency or inconsistency with the applicable airport compatibility plan based on the basic land use compatibility criteria described below. Where there is uncertainty with regard to compatibility of a proposed use or project with the applicable airport land use compatibility plan, the City shall consult with ALUC staff, or defer such matter to ALUC for a consistency determination.

I. Compatibility zones and criteria for March Air Reserve Base/Inland Port Airport. For uses proposed within airport influence areas of the March Air Reserve Base/Inland Port Airport, refer to the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (March ALUCP) to determine whether a particular use is compatible with the applicable airport and a permissible use.

1. Airport Compatibility Zones. The 2014 March ALUCP establishes eight separate Compatibility Zones for March Air Reserve Base/Inland Port Airport. A general description of each compatibility zone is provided in the following table.

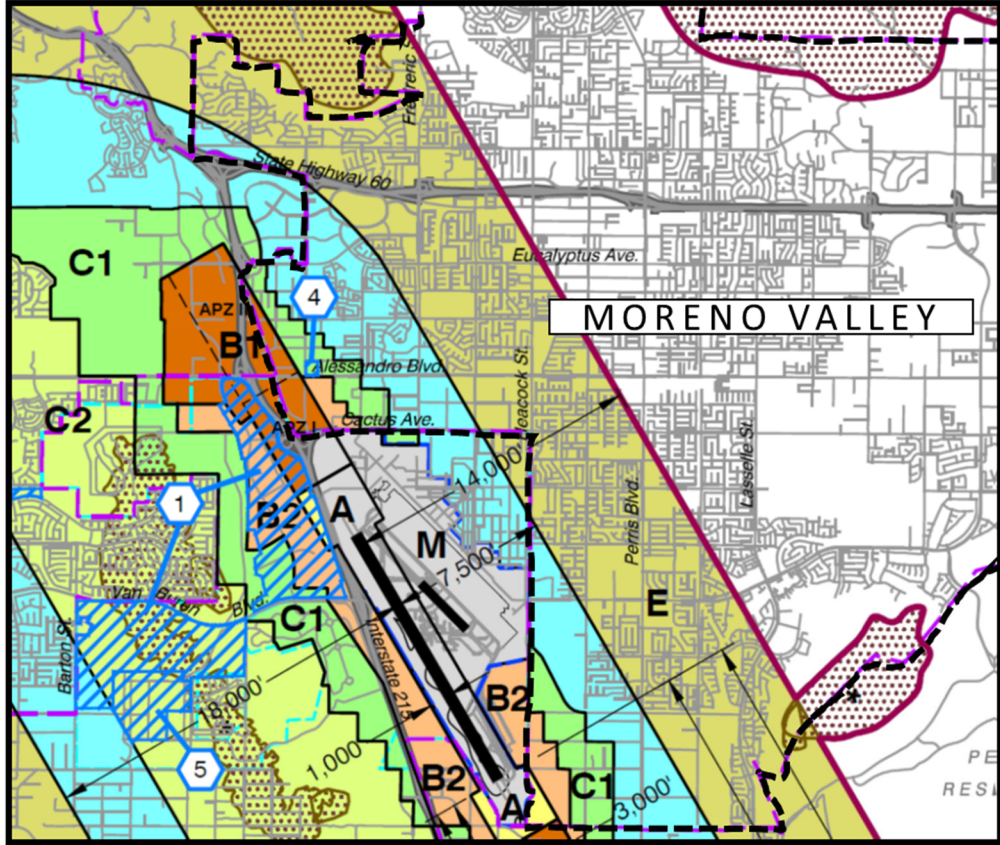
Table 9.07.060.I.1 - March Air Reserve Base/Inland Port Airport Compatibility Zones

<u>Compatibility Zones</u>	<u>Description</u>
<u>M</u>	<u>Military</u>
<u>A</u>	<u>Clear Zone</u>
<u>B1</u>	<u>Inner Approach/Departure Zone</u>
<u>B2</u>	<u>High Noise Zone</u>
<u>C1</u>	<u>Primary Approach/Departure Zone</u>
<u>C2</u>	<u>Flight Corridor Zone</u>
<u>D</u>	<u>Flight Corridor Buffer</u>
<u>E</u>	<u>Other Airport Environs</u>

2. The Compatibility Zones for the March Air Reserve Base/Inland Port Airport are established per Map MA-1 within Volume 1 of the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

The safety zone boundaries, shown in the map below are consistent with the adopted 2014 Riverside County Airport Land Use Compatibility Plan and 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

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3. Land use compatibility criteria for March Air Reserve Base/March Inland Port Airport. The criteria for assessing whether a project is compatible with the March ARB/IPA are set forth in the Compatibility Zone Factors matrix, Table MA-1 within Volume 1 of the March ALUCP, within Chapter 3 of the Riverside County Airport Land Use Compatibility Plan, or as amended. These criteria are to be used in conjunction with the compatibility map and policies for the March ARB/IPA as presented in Chapter 3 of the Riverside County ALUCP, or as amended. The basic compatibility criteria listed in Table 2A of Chapter 2 of the Riverside County ALUCP does not apply to the environs of March ARB/IPA.

4. Accident Potential Zones (APZ's). In addition to the compatibility zones described above, Map MA-1 within Volume 1 of the March ALUCP identifies two Accident Potential Zones (APZ's I and II) for the March Air Reserve Base/Inland Port Airport. The Department of Defense (DoD) Air Force Instruction AFI 32-7063 - December 18, 2015 describes Clear Zones, and APZ's as areas off the end of DOD runways that were developed based on past Air Force aircraft accidents and reflect land areas at greater risk of an aircraft accident. The Clear Zone and the APZs represent areas where an accident is most likely to occur, if one would occur; however, they are not predictors of accidents. More specifically, the Clear Zone, and Accident Potential Zones (APZ's) are defined as follows:

- a. The Clear Zone begins at the end of the runway and is the area of highest accident potential; it has few uses that are compatible.
- b. APZ I lies beyond the Clear Zone [and] is in area of lower but still considerable accident potential.
- c. APZ II is beyond APZ I and possesses less accident potential.

5. Department of Defense Requirements for March Air Reserve Base/Inland Port Airport Accident Potential Zones (APZ's). For discretionary actions proposed within March ARB/IPA Accident Potential

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Zones (APZ I & II) or within the Clear Zone, the proposed use and/or development shall, in addition to meeting the compatibility criteria of the March ALUCP, be consistent with current Air Force Guidance including:

- a. Department of Defense Instruction 4165.57 for Air Installations Compatible Use Zones, March 12, 2015, or as amended, and
- b. Air Force Instruction AFI 32-7063 for Air Installations Compatible Use Zones Program, December 18, 2015, or as amended. Specifically AFI 32-7063, Table A.2.1 of Attachment 2 - Land Use Compatibility Recommendations for APZS, generally identifies land uses acceptable or not acceptable within the Clear Zone, APZ I, and APZ II, and establishes maximum residential density, or nonresidential floor area ratio requirements applicable to each use and APZ.
- c. Where a discretionary action is proposed within an APZ, or Clear Zone, the Department of the Air Force, 452d Air Mobility Wing (AFRC) March Air Reserve Base shall be consulted to determine whether the proposed discretionary action is consistent with the Air Force Guidance referenced above. Such consultation would be in addition to, and shall not be in lieu of requirements of the March ALUCP, or any review for airport land use compatibility that may be required by the Riverside County ALUC.

J. Overrule Procedures. When ALUC disapproves or finds an action, regulation, or permit, to be inconsistent with the ALUCP, ALUC shall notify the City within 30 days of such action pursuant to Public Utilities Code (PUC) 21675.1(d). The City Council may overrule ALUC decision, by a two-thirds vote and shall make specific findings that the proposed action, regulation, or permit is consistent with the purposes of Article 3.5, as stated in Section 21670 of the PUC.

A City Council proposed overrule of an ALUC action must provide a copy of the proposed decision and findings to both ALUC and the California Division of Aeronautics, a minimum of 45 days' prior to the decision to overrule ALUC. These agencies have 30 days in which to provide comments to City Council pursuant to PUC Sections 21676(a) and (b).

9.07.080 Primary animal keeping overlay (PAKO).

A. Purpose and Intent. The primary purpose of the primary animal keeping overlay district is to maintain animal keeping and the rural character of the areas noted within the overlay district and designate a portion of the parcel for medium and large animal keeping.

B. Applicability. The primary animal keeping overlay (PAKO) district and standards shall apply to animal keeping activities in the RR (rural residential), R1 (residential-1) and RA2 (residential agricultural-2) land use districts only within an area bounded by Nason Street to the west, Theodore Street to the east, the city limit line to the north and Cottonwood Avenue to the south.

C. Zoning Map Designation. The primary animal keeping overlay district shall be designated on the zoning map by the symbol "PAKO."

D. Development Standards.

1. Lots within the designated animal keeping overlay district shall include a primary animal keeping area (PAKA) of three thousand (3,000) square feet. The PAKA may be located in the rear, side or front yard, subject to the standards within this section. PAKAs within the front yard will only be allowed when the main habitable structure maintains a minimum setback of seventy-five (75) feet

from the front property line. PAKAs on individual lots shall be grouped together and placed immediately adjacent to those located on an adjoining lot. If unique site constraints exist on a lot, the PAKA may be located on another portion of the lot as approved by the community and economic development director.

2. No non-animal related structures shall be allowed in the PAKA. Animal-related structures located within the PAKA shall not exceed forty (40) percent of the PAKA.
3. A dedicated primary animal keeping area (PAKA) shall be recorded on each newly created lot and included within the project CC&Rs if applicable.
4. All PAKAs shall have a twenty (20) foot minimum setback from any habitable structure.
5. All PAKAs shall be located on flat usable land with a slope no greater than four percent.
6. A minimum width of fifteen (15) feet shall be provided for vehicle access on one side of the lot, with clear access to the PAKA.
7. PAKAs that are developed at a lower or higher grade than the residence pad shall include an access ramp with a slope no greater than twenty-five (25) percent, and a minimum travel width of twelve (12) feet.
8. Lots within the PAKO shall adhere to the minimum lot standards within the underlying zoning district, including planned unit developments (PUDs).
9. Developments within the PAKO shall include feeder trails on one side of the street.
10. The above standards only apply to newly created residential subdivisions within the primary animal keeping overlay (PAKO) district. Specific primary animal keeping areas (PAKAs) shall be designated on all tentative maps and recorded on all final subdivision maps. (Ord. 731 § 3.2, 2007)

Article II. Mixed-Use Overlay Districts

9.07.091 Purpose and intent.

A. Purpose. The purpose of this chapter to provide regulations that implement the goals and policies of the general plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the city.

B. Intent. The mixed-use overlay districts are intended to:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;
2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;
3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;
4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;
6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters, etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and
7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers. (Ord. 864 § 3.3, 2013)

9.07.092 Applicability.

This section describes the applicability of mixed-use overlay district standards to a property when the property is located within two districts – a base district (e.g., commercial (C), office (O), business park/light industrial (BP), etc.) and a mixed-use overlay district.

A. Relationship Between Overlay District Standards and Base District Standards. For property within a mixed-use overlay district, the regulations in this chapter allow mixed-use development as an alternative to the type of development allowed under the base (underlying) district standards.

B. Base District Standards.

1. The provisions in this chapter shall apply to all properties within their respective mixed-use overlay districts, but the provisions do not supersede the underlying base district provisions until a property is developed in compliance with the provisions of this chapter.
2. New projects may be developed in compliance with the existing underlying base district, provided that all standards and requirements of the underlying base district are met.
3. Regulations, development standards, and requirements in the underlying base district shall continue to apply to those projects that are currently developed according to the existing standards.
4. For legal nonconforming uses (i.e., uses that do not comply with the provisions of the base district or this chapter), the provisions in Section [9.02.180](#) (Legal nonconforming uses, improvements, and parcels) shall apply.

C. Option to Apply Mixed-Use Overlay District Standards.

1. The owner or developer of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in this chapter that apply to the particular mixed-use overlay district in which the property is located.
2. In order to exercise the option to develop under the provisions in this chapter, approval of a development review application shall be required in compliance with Section [9.02.030](#) (Development review process). In granting the approval, the review authority shall find that:
 - a. The proposed development is in compliance with the provisions in this chapter; and

- b. Approval of the project will not reduce the amount of land available in mixed-use overlay zone areas to a point where the city’s affordable housing needs under the Regional Housing Needs Assessment (RHNA) cannot be met.
- D. Other Applicable Regulations. Other applicable regulations can be found in Section [9.09.250](#) (Live-work development) and Section [9.09.260](#) (Mixed-use development).
- E. Applicable Regulations After Completion of Development. Once a property is developed in compliance with the provisions in this chapter, the provisions of this chapter completely supersede the provisions of the underlying base district. Whenever the requirements of the overlay district impose a more or less restrictive standard than the provisions of the underlying base district, the requirements of the overlay district shall govern.
- F. Use of Photographs. Photographs and illustrations are included in this chapter for illustrative purposes only. Specific development standards in this chapter are the controlling language for purposes of development regulation. (Ord. 864 § 3.3, 2013)

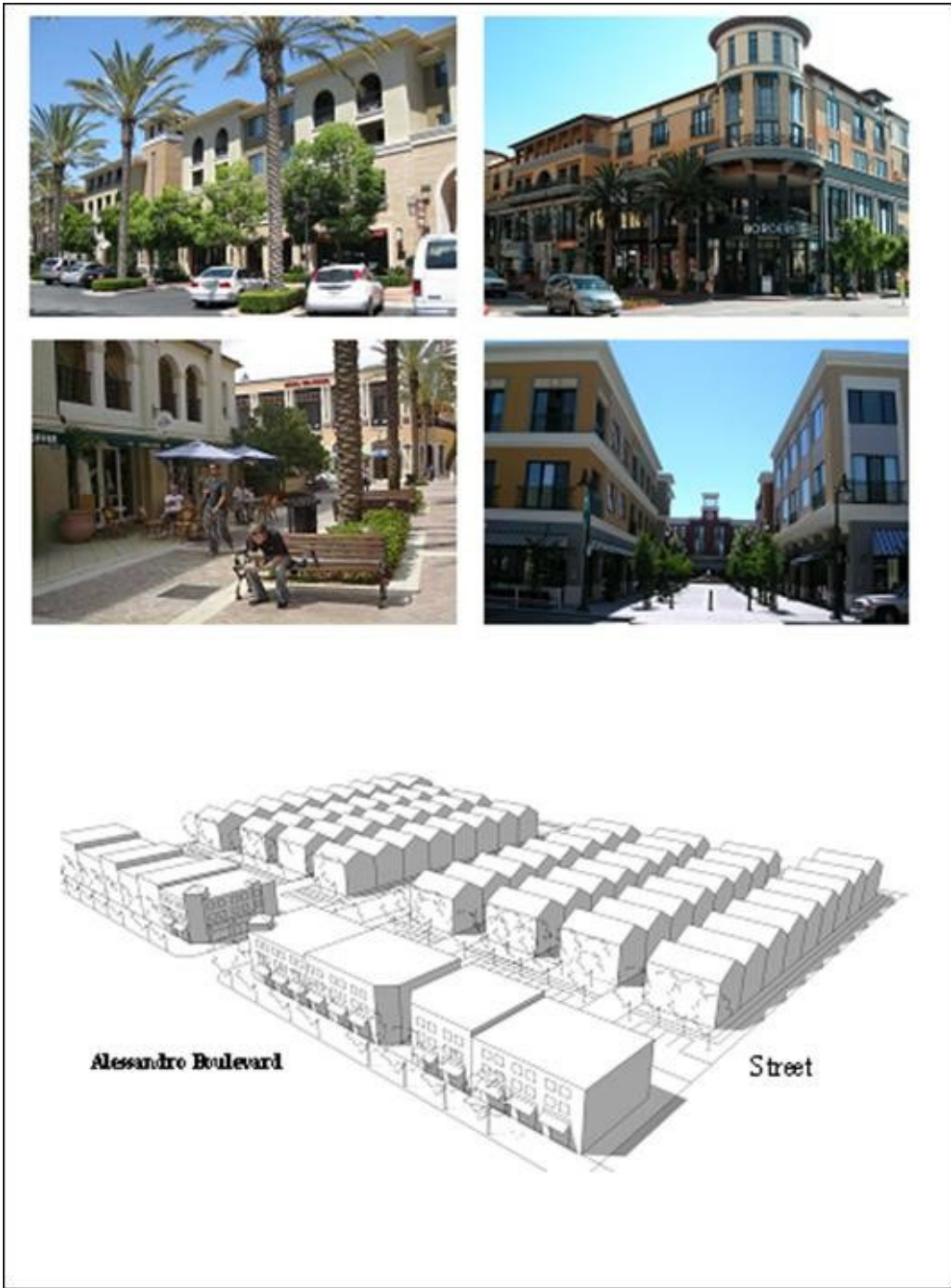
9.07.093 Purposes of mixed-use overlay districts.

This section describes the purpose and intent of each mixed-use overlay district.

- A. Mixed-Use Institutional Anchor (MUI) Overlay District. The mixed-use institutional anchor (MUI) overlay district applies to areas around prominent anchor institutions, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., “MUI—Medical Center”). See Figure 9.07.093-1 (Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District).
- B. Mixed-Use Community (MUC) Overlay District. The mixed-use community (MUC) overlay district applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., “MUC—East Alessandro”). See Figure 9.07.093-2 (Examples of Development in Mixed-Use Community (MUC) Overlay District).
- C. Mixed-Use Neighborhood (MUN) Overlay District. The mixed-use neighborhood (MUN) overlay district applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building

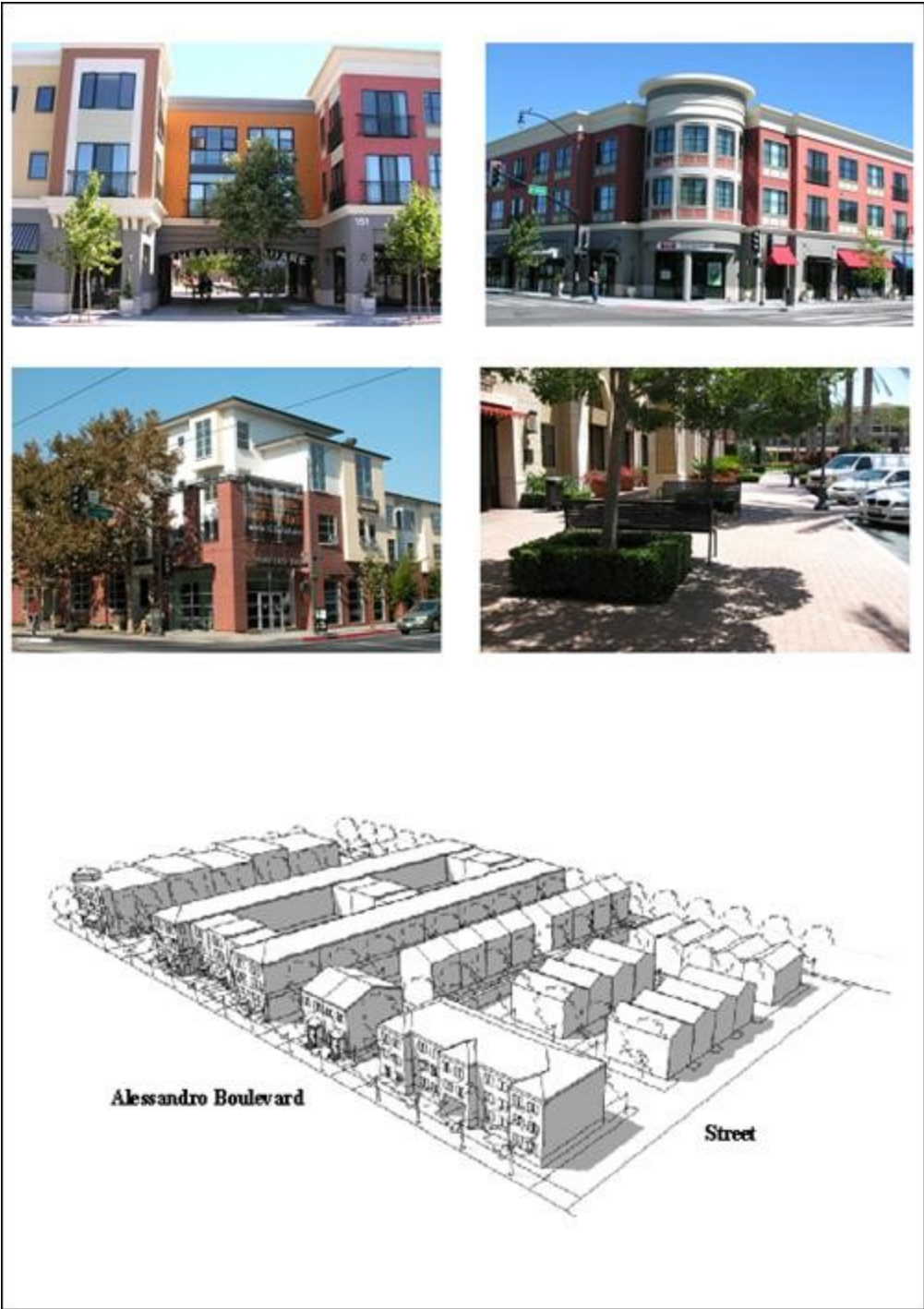
frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., “MUN—Lasselle Crossing”). See Figure 9.07.093-3 (Examples of Development in MixedUse Neighborhood (MUN) Overlay District).

Figure 9.07.093-1 Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District



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Figure 9.07.093-2
Examples of Development in Mixed-Use Community (MUC) Overlay District



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Figure 9.07.093-3

Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District



(Ord. 864 § 3.3, 2013)

9.07.094 Permitted uses in mixed-use overlay districts.

For the mixed-use overlay districts, unless otherwise expressly provided in this title, permitted uses are limited to those described in Table 9.02.020-1 in Section [9.02.020](#) (Permitted uses) of this title. Any use not listed in Table 9.02.020-1 as a permitted use, conditional use, or accessory use shall be prohibited. (Ord. 864 § 3.3, 2013)

9.07.095 Mixed-use overlay district site development standards.

This section provides standards that govern development on properties located in the mixed-use overlay districts. See Table 9.07.095-10 (Mixed-Use Overlay District Development Standards) and related illustrations. For the purpose of this title, mixed-use projects shall comply with nonresidential standards when no mixed-use standards exist.

Table 9.07.095-10
Mixed-Use Overlay District Development Standards

Development Features	MUI	MUC	MUN
Density Standards	Maximum density for residential uses expressed as dwelling units per net acre. See § 9.08.060 (Development density).		
Residential Uses	40 du/ac	30 du/ac	30 du/ac
Intensity Standards	Maximum floor area ratio (FAR) for nonresidential uses.		
Nonresidential Uses (1)	1.0 (less than 50% residential) 1.25 (greater than 50% residential)	1.0	1.0
Block Standards	Maximum dimensions required for each newly created block as measured from edge of right-of-way line. See “Block” in § 9.15.030 (Definitions). See Figure 9.07.095-4.		
Block Length (A)	600 ft (max)	500 ft (max)	500 ft (max)
Block Perimeter (B)	1,800 ft	1,600 ft	1,500 ft
Building Placement Standards			
Build-to-Zone	The area between the minimum and maximum setbacks within which the principal building’s front façade (building façade line) is to be located. See “Build-to-Zone” in § 9.15.030 (Definitions). See Figure 9.07.095-5.		

Front Along Alessandro Blvd. (C)	0 - 15 ft	0 - 10 ft	0 - 10 ft
Front All other streets (D)	0 - 15 ft	0 - 10 ft	0 - 10 ft
Street Side Setback (E)	0 - 15 ft	0 - 10 ft	0 - 10 ft
Setback	Minimum and maximum required setbacks. See § 9.08.030 (Accessory structures) for allowed projections into setbacks. See Figure 9.07.095-6.		
Front Setback Along Alessandro Blvd. (F)	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Front Setback All other streets (G)	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Street Side Setback (H)	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Interior Side Setback (2) (I)	5 ft (min); No max	5 ft (min); No max	5 ft (min); No max
Rear Setback (2) (J)	10 ft (min); No max	10 ft (min); No max	10 ft (min); No max
Building Frontage Length	% of building built to BTZ. See “Build-to-Zone” in § 9.15.030 (Definitions). See Figure 9.07.095-7.		
Within 300 ft of street intersections (K)	65%	65%	65%
Over 300 ft from street intersections (L)	50%	50%	50%

Development Features	MUI	MUC	MUN
Building Standards	See “Underground Levels” and “Mezzanines/Lofts” in § 9.15.030 (Definitions). See Figure 9.07.095-8.		
Number of Stories (3) (M)	5 max	4 max	3 max
Maximum Height (3) (N)	60 ft	55 ft	45 ft
Underground Levels (O)	Allowed	Allowed	Allowed
Mezzanines/Lofts (4) (P)	Allowed	Allowed	Allowed
Building Frontage Types	See § 9.07.096 (Building frontage type standards).		

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Along Alessandro Blvd. within 300 ft of intersections (Q)	Live-Work Office Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront
Elsewhere (R)	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront
Site Planning Standards			
Parking Standards	See Ch. 9.11 (Parking, Pedestrian and Loading Requirements) and Figure 9.07.095-9.		
Surface Parking (S)	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line
Garage/Tuck-Under Parking (T)	Prohibited along front lot lines	Prohibited along front lot lines	Prohibited along front lot lines
Underground/Podium Parking (U)	Allowed beneath building footprint	Allowed beneath building footprint	Allowed beneath building footprint
Above-Ground Parking Structure (5) (V)	Allowed if screened from views from public right-of-way and adjacent singlefamily residential districts	Allowed if screened from views from public right-of-way and adjacent singlefamily residential districts	Allowed if screened from views from public right-of-way and adjacent singlefamily residential districts
Open Space Standards			
Publicly Accessible Open Space (nonresidential)	See § 9.07.097 (Open space standards—Publicly accessible open space).		
	15% of net lot area	10% of net lot area	10% of net lot area
Private Open Space (multifamily residential)	See § 9.07.098 (Open space standards—Private/common open space).		
1st floor	150 sq ft per unit	150 sq ft per unit	150 sq ft per unit
Upper floors	100 sq ft per unit	100 sq ft per unit	100 sq ft per unit
Common Open Space (multifamily residential)	300 sq ft per unit	300 sq ft per unit	300 sq ft per unit

Notes:

- (1) Podium and underground parking is not counted toward floor area ratio (FAR). Includes residential FAR.
- (2) Wherever a lot abuts a lot in any single-family residential district, a minimum setback equal to the building height, but not less than ten (10) feet shall be required.
- (3) Wherever a lot abuts a lot in any single-family residential district, a fifteen (15) foot upper story stepback is required for those portions of buildings that are above thirty (30) feet from finished grade.
- (4) Mezzanines and lofts shall not be counted as a floor if less than one-third of the unit’s floor area.
- (5) Minimum interior depth of building liner space that wraps above-ground parking structures facing Alessandro Boulevard shall be thirty (30) feet from the building façade line, as defined in Section 9.15.030 (Definitions).

Figure 9.07.095-4 Block Standards

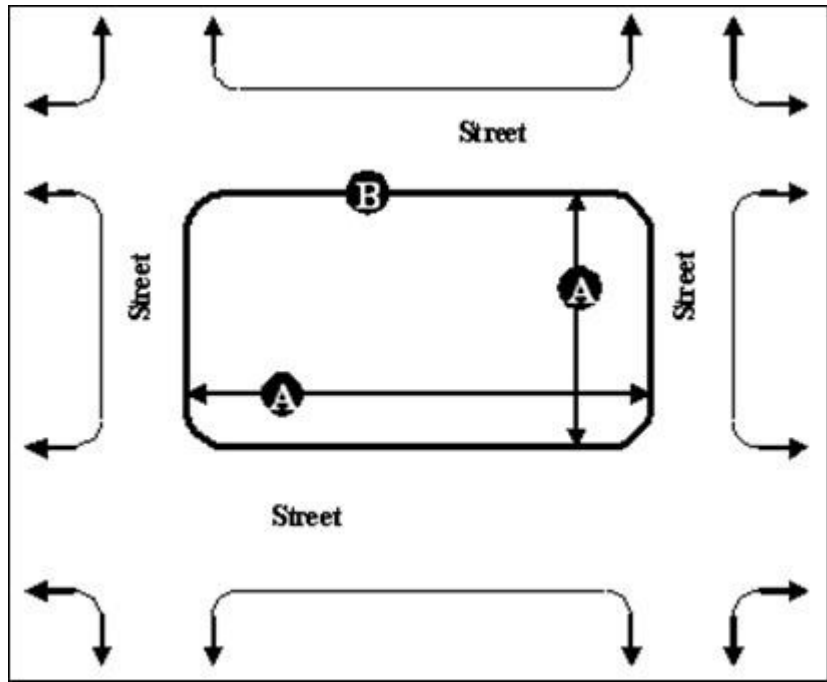


Figure 9.07.095-5
Build-to-Zone Standards

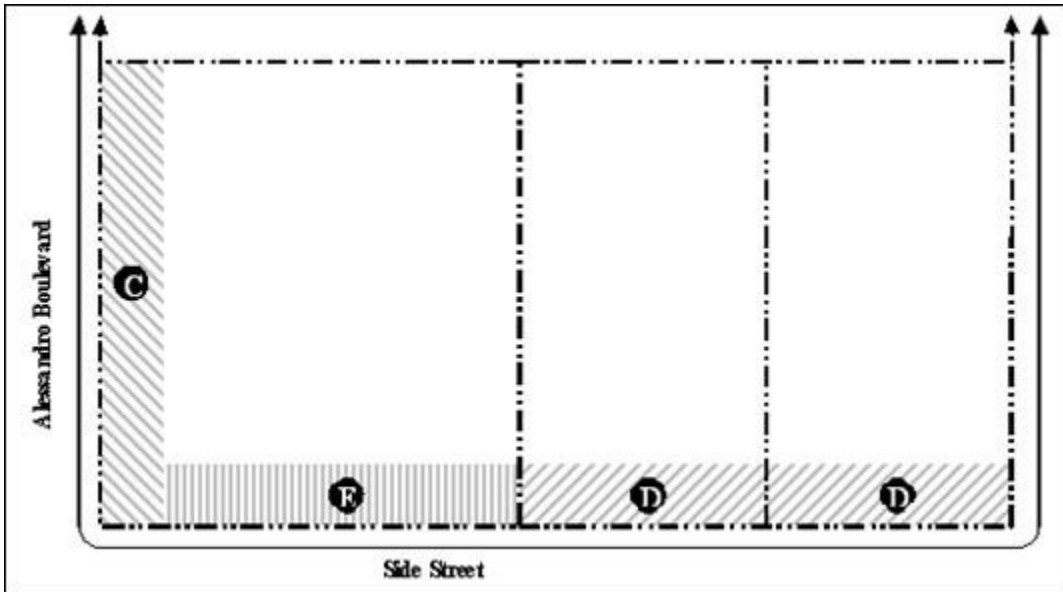


Figure 9.07.095-6
Setback Standards

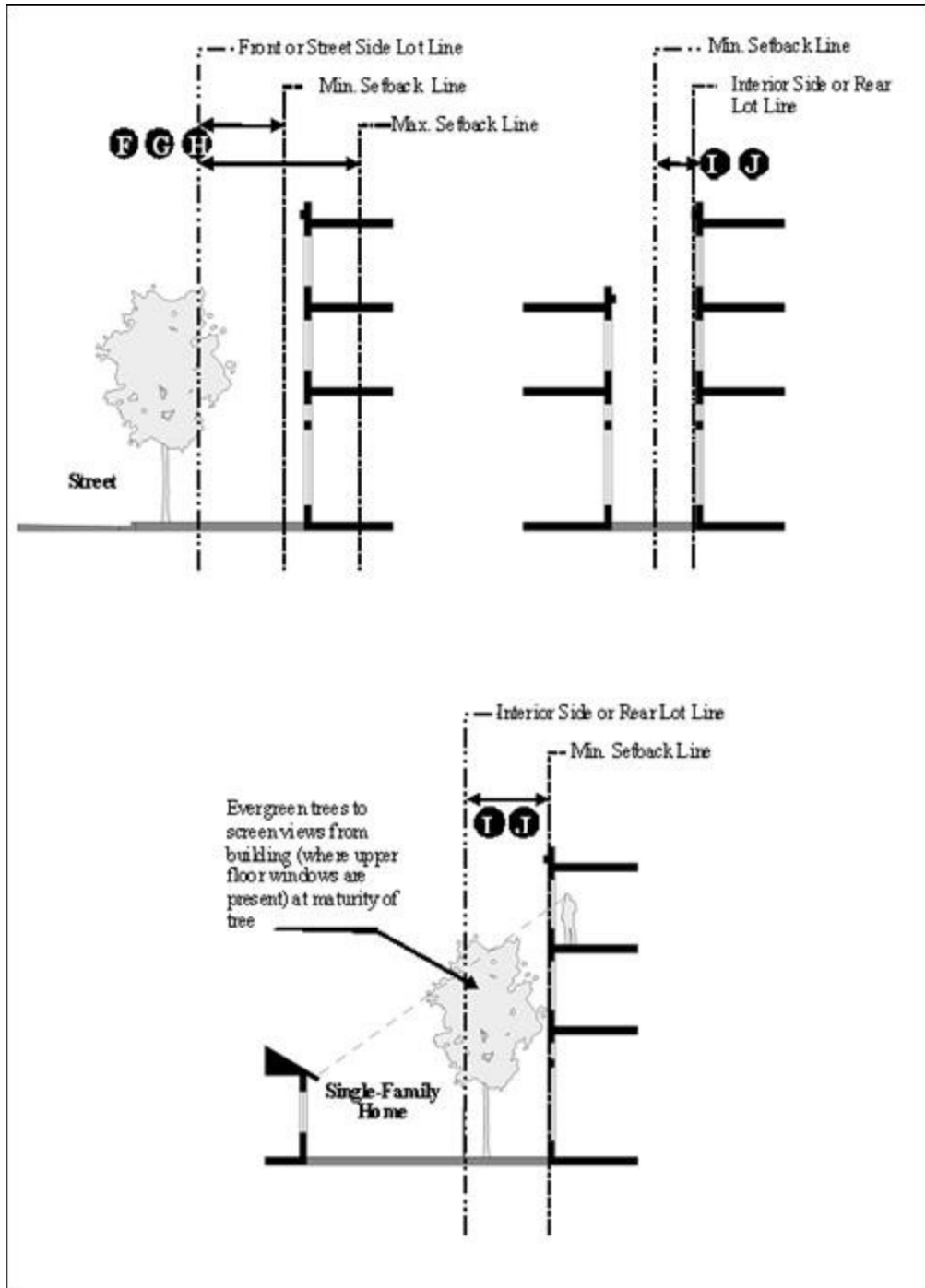


Figure 9.07.095-7
Building Frontage Length

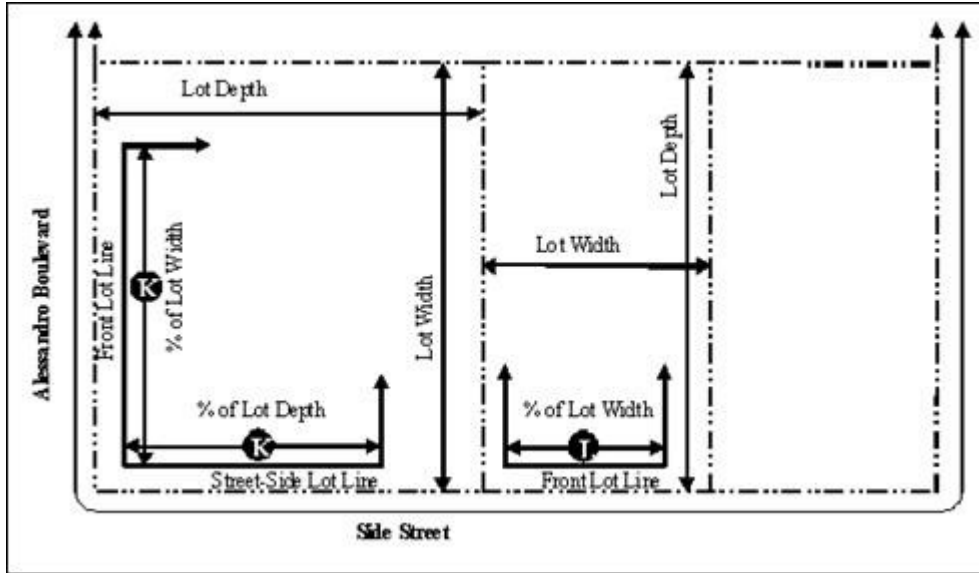
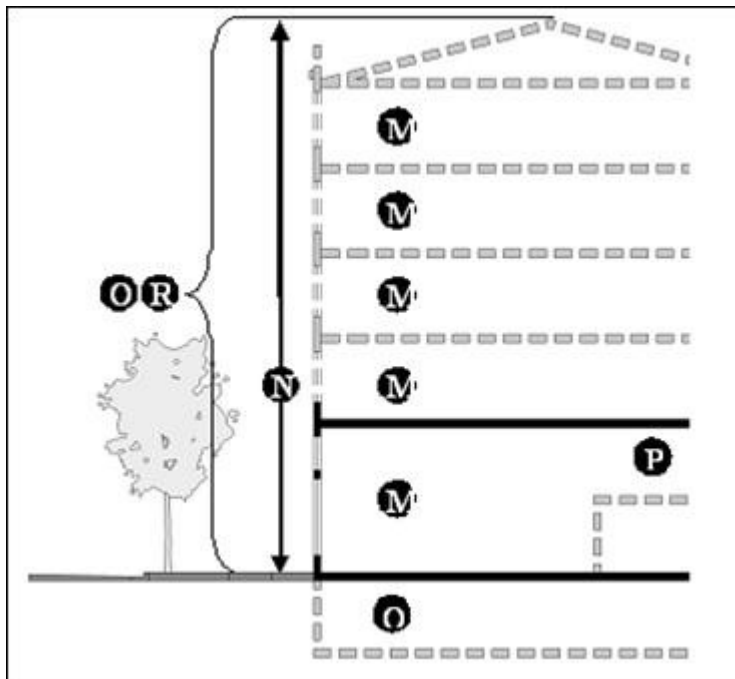
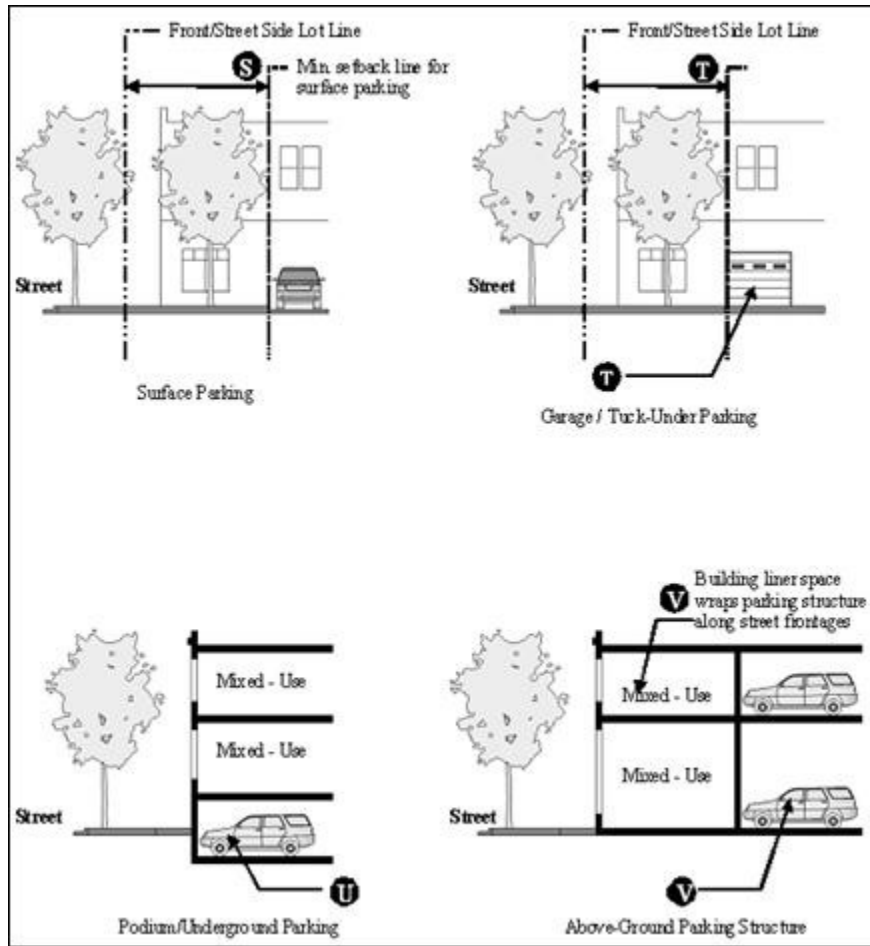


Figure 9.07.095-8
Building Standards and Building Frontage Types



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Figure 9.07.095-9
Parking Standards



(Ord. 864 § 3.3, 2013)

9.07.096 Building frontage type standards.

This section provides frontage type standards for buildings in the mixed-use overlay districts. Table 9.07.095-10 specifies allowable building frontage types for each mixed-use overlay district.

A. Types of Building Frontages.

1. **Live-Work/Office Fronts.** A frontage that reinforces both residential and work activities that can occur in the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access to the building. Entrances and windows are provided on the front of the façade to provide eyes on the street and direct sidewalk access to commercial and office uses. The front setback (if provided) may be improved with landscaping or as an extension of the public sidewalk to create a more pedestrian-friendly environment. See also Section [9.09.250](#) (Live-work development).

2. **Residential Fronts.** A frontage that reinforces the residential character and use of the building. The elevation of the ground floor is elevated above the grade of the lot to provide privacy for residences by preventing direct views into the home from the sidewalk. Entrances and windows are provided on the front of the façade to provide eyes on the street and direct sidewalk access to the building. Stoops are allowed to project into the front setback to enhance entrances. The front setback is primarily improved with landscaping.

3. **Storefronts.** A frontage that reinforces the commercial character and use of the ground floor of the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access into the building. Large storefronts display windows are provided on the front of the façade to encourage visual access to merchandise displays and to encourage window shopping. Awnings or marquees are provided over storefront windows and entrances.

The front setback (if provided) is primarily improved as an extension of the public sidewalk to create a more pedestrian friendly environment.

B. Live-Work/Office Frontage Standards (1)	Figure 9.07.096-10
Elevation of Ground Floor (A)	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
Minimum Ground Floor Interior Height (B)	12 feet minimum, floor-to-floor height (commercial ready).
Ground Floor Unit Entrances (C) Upper Floor Unit Entrances Recessed Entrances	All ground floor tenant spaces that have street frontage shall have entrances on a façade fronting a street. All other ground floor uses may have a common lobby entrance along the front façade or private entrances along other façades. Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a façade fronting a street. Entrances may be recessed into the façade.
Ground Floor Windows (D)	At least 40% of the surface area of the ground floor façade (2) shall be occupied by windows (3).
Upper Floor Windows (E)	At least 25% of the surface area of each upper floor façade (2) shall be occupied by windows (3).

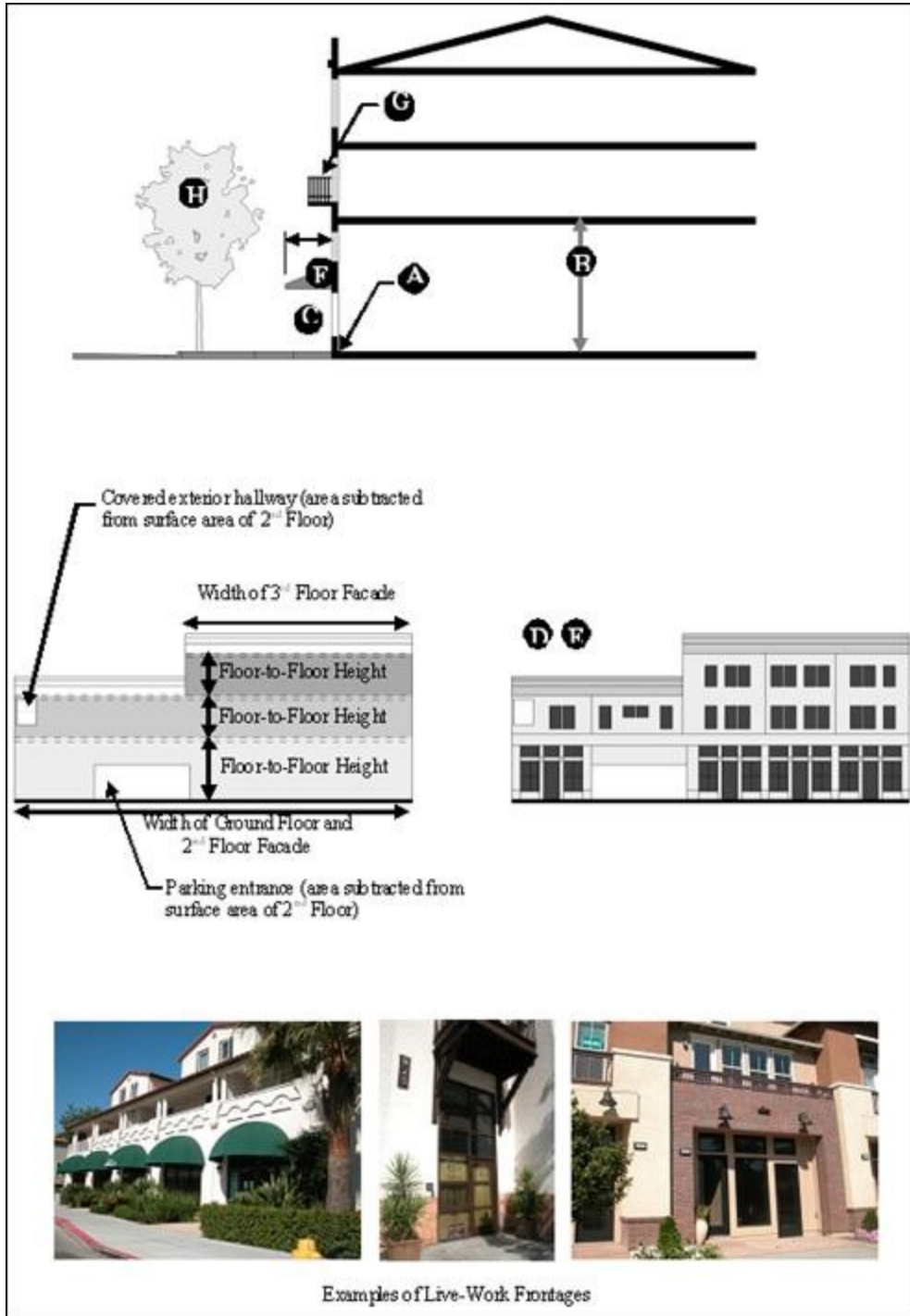
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Awnings and Marquees (F)	Awnings or marquees may be provided over storefront windows and entrances. Awning and marquees may project up to 6 feet from the façade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows) (G)	Projecting elements on upper floors may project three feet from the façade and project into the setback.
Sidewalk and Setback Treatment (H)	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front façade is set back from the public sidewalk, the setback shall be landscaped and/or improved as an extension of the public sidewalk.

Notes:

- (1) See Section [9.09.250](#) (Live-work development).
- (2) As measured by multiplying the width of the façade by the floor-to-floor height. Opening in the façade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.
- (3) All parts of the window (e.g., head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as “window” in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation.

Figure 9.07.096-10 Live-Work/Office Frontage Standards



C. Residential Frontage Standards	Figure 9.07.096-11
Elevation of Ground Floor (A)	The ground floor elevation shall be located within 6 feet of the ground surface of the adjacent sidewalk or walkway.

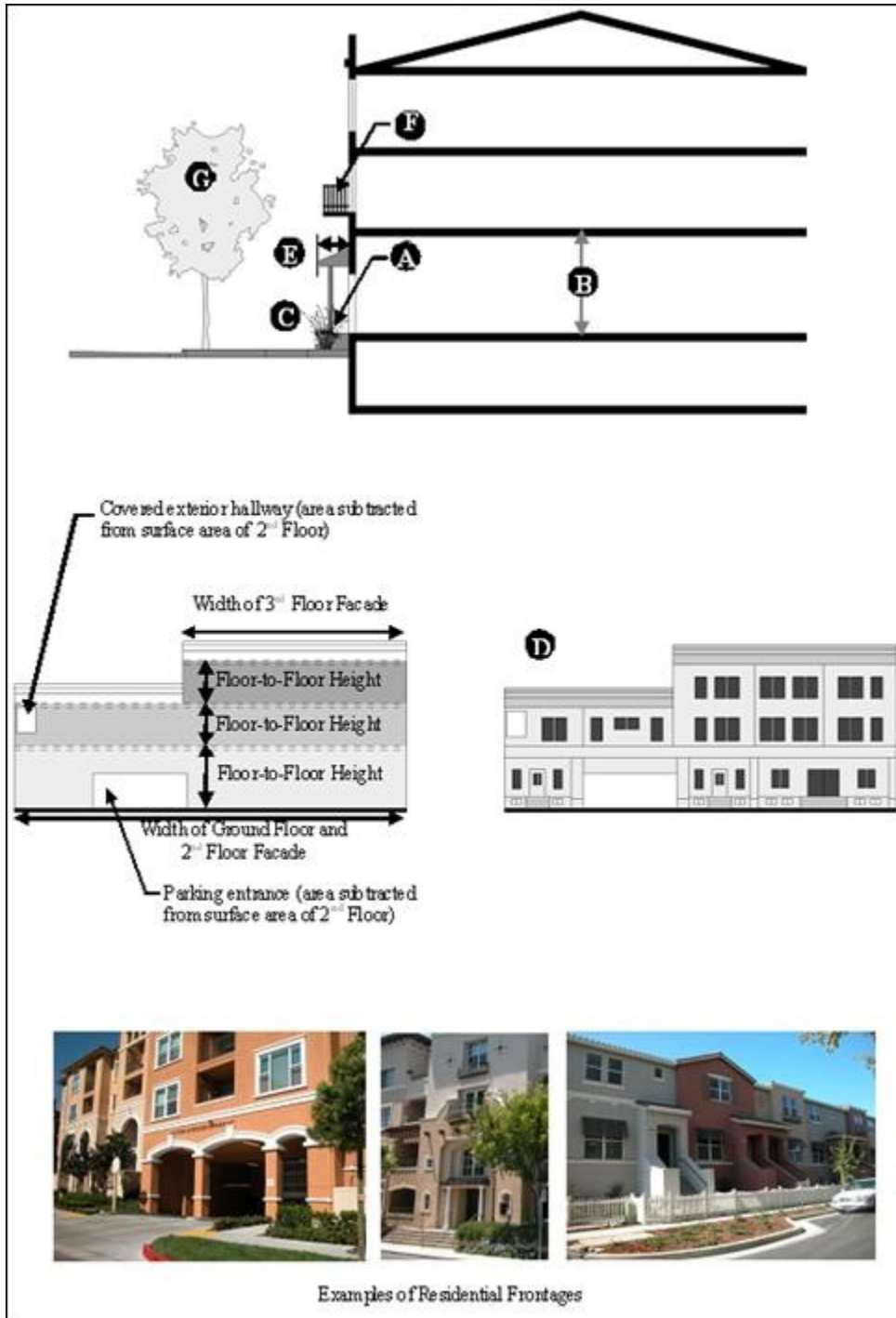
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Minimum Ground Floor Ceiling Height (B)	10 feet minimum (floor-to-floor height)
Ground Floor Unit Entrances (C)	Entrances to ground floor units that have street frontage may be provided through a common lobby entrance and/or by private entrances from the adjacent sidewalk.
Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a façade fronting a street.
Recessed Entrances	Entrances may be recessed into the façade.
Ground and Upper Floor Windows (D)	At least 25% of the surface area of the ground and upper floor façade (1) shall be occupied by windows (2).
Stoops and Front Porches (E)	Stoops and front porches may be provided in front of building and unit entrances. Stoops and front porches may project up to 5 feet from the façade and project into the setback.
Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows) (F)	Projecting elements on upper floors may project 3 feet from the façade and project into the setback.
Sidewalk and Setback Treatment (G)	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front façade is set back from the public sidewalk, the setback shall be landscaped (excluding stoops/front porches and paved paths to building entrances).

Notes:

- (1) As measured by multiplying the width of the façade by the floor-to-floor height. Opening in the façade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.
- (2) All parts of the window (e.g., head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as “window” in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation.

Figure 9.07.096-11 Residential Frontage Standards



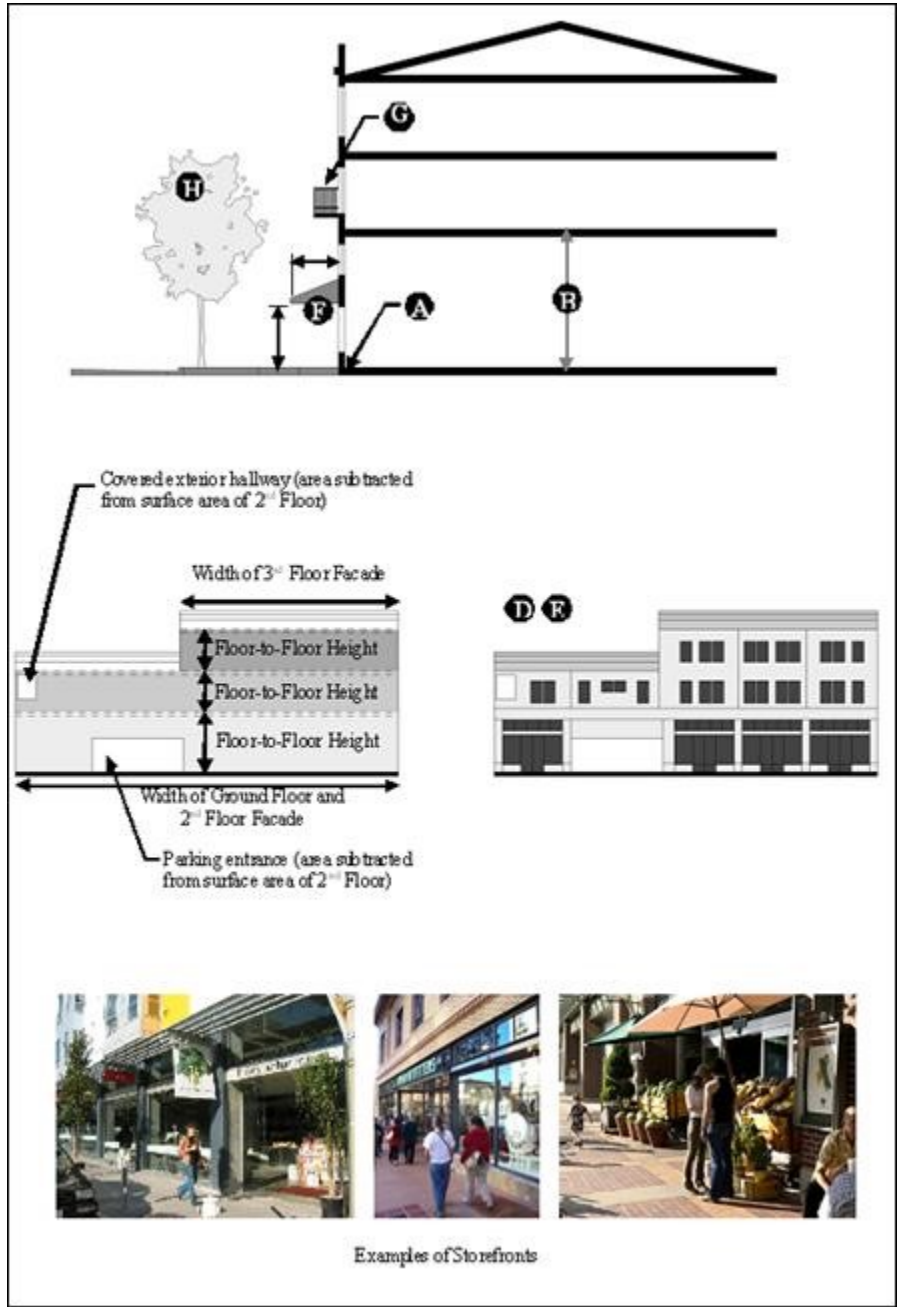
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D. Storefront Standards	Figure 9.07.096-12
Elevation of Ground Floor (A)	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
Minimum Ground Floor Ceiling Height (B)	15 feet minimum, floor-to-floor height (commercial ready).
Storefront Entrances (C) Lobby Entrances Recessed Entrances	All ground floor tenant spaces that have street frontage shall have storefront entrances on the façade fronting a street. Lobby entrances to upper floor uses shall be located on a façade fronting a street. Storefront and lobby entrances may be recessed into the façade.
Ground Floor Windows (D)	At least 50% of the surface area of the ground floor façade (1) shall be occupied by windows (2).
Upper Floor Windows (E)	At least 25% of the surface area of each upper floor façade (1) shall be occupied by windows (2).
Awnings and Marquees (F)	Awnings or marquees are required over storefront windows and entrances. Awning and marquees may project up to 6 feet from the façade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
Projecting Elements (Balconies, Shade Structures, and Bay Windows) (G)	Projecting elements on upper floors may project 3 feet from the façade and project into the setback.
Sidewalk and Setback Treatment (H)	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front façade is set back from the public sidewalk, the setback shall be improved as an extension of the public sidewalk.

Notes:

- (1) As measured by multiplying the width of the façade by the floor-to-floor height. Opening in the façade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.
- (2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as “window” in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation.

Figure 9.07.096-12 Storefront Standards



(Ord. 864 § 3.3, 2013)

9.07.097 Open space standards—Publicly accessible open space.

This section provides standards for publicly accessible open space areas in order to ensure a high level of pedestrian connectivity and activity between the public realm and the private realm, as defined in Chapter [9.15](#) (Definitions).

- A. **Minimum Size.** All new nonresidential development shall provide publicly accessible open spaces as a percentage of the total development site area as indicated in Table 9.07.095-10 (Mixed-Use Overlay District Development Standards).
- B. **Eligible Areas.** Publicly accessible open space areas shall not include parking, driveway, or rear setback areas, but may include front and side setback areas provided that they are integrated into the overall design of the project.
- C. **Ground-Level Installation.** Plazas, courtyards, or other similar publicly accessible open space areas shall be installed at ground level and shall be incorporated into the design of the development.
- D. **Visibility and Accessibility.** Public open space areas shall be visible and accessible from the public rights-of-way to engage the interest of pedestrians and encourage public use.
- E. **Landscaping and Hardscapes.** Landscaping shall comply with Chapter [9.17](#) (Landscape and Water Efficiency Requirements). In addition, a combination of landscape and hardscape materials shall be used in the design of these areas and shall include the following components:
 1. Hardscape paving may include brick, stone, interlocking concrete pavers, textured concrete, and/or impressed patterned concrete. Hardscape elements may include, but are not limited to, seating areas, potted plant materials, water features, and public art installations.
 2. The balance of the open space areas shall be landscaped with turf, shrubs or groundcover, and trees. All plant materials shall be in proportion to the height and mass of the building and shall be permanently maintained.
- F. **Minimum Height to Width Ratios.** In order to achieve sunlight and air circulation in required publicly accessible open space areas, the following minimum height to width ratios shall be provided:
 1. Enclosed open space (i.e., open space that is enclosed on four sides, such as a courtyard): two to one ratio. The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.
 2. Open space that is open on one or more sides: three to one ratio. The required open space shall have a width of at least one-third the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.
- G. **Design Configuration.**
 1. In the mixed-use institutional anchor (MUI) overlay district, sharing of the required publicly accessible open space (“quasi-public space”) for nonresidential uses and the required common open space for residential uses, indicated in Table 9.07.095-10 (Mixed-Use Overlay District Development Standards), may be allowed by the applicable review authority when it is clear that the open space will provide direct benefit to residents of the project and the public in general subject to the following limitations:
 - a. Up to thirty (30) percent of the required open space for residential uses in a horizontal mixed use project may be provided as quasi-public open space within the nonresidential component of the project; or

- b. Up to fifty (50) percent of the required open space for residential uses in a vertical mixed use project may be provided as quasi-public open space within the nonresidential component of the project.
 - c. The minimum dimension (length and width) of shared common open space areas shall be twenty (20) feet. These areas shall be located at grade and shall be accessible for use by the general public.
 - d. Quasi-public open space areas shall not include outdoor dining areas or other outdoor activity areas for exclusive use by an individual business.
 - e. Quasi-public open space areas are areas located on private property and accessible to the general public. These areas shall include pedestrian oriented amenities, including enhanced seating, lighting, paving, landscaping, public art, water features, and other similar features deemed appropriate by the community development director.
2. Publicly accessible open space areas shall be located and configured as any one of the following:
- a. Forecourt. The publicly accessible open space area is located along a recessed center section of the front façade of the building as illustrated in Figure 9.07.097-13a (Publicly Accessible Open Space—Forecourt).
 - b. Front. The publicly accessible open space area is located along the street facing frontage of the building as illustrated in Figure 9.07.097-13b (Publicly Accessible Open Space—Front).
 - c. “L” Shaped. The publicly accessible open space area is located along the front and side of the lot as illustrated in Figure 9.07.097-13c (Publicly Accessible Open Space—“L” Shaped).
 - d. Paseo or Central Courtyard. The publicly accessible open space area is located on the side of the building or along a center pedestrian paseo or courtyard as illustrated in Figure 9.07.097-13d (Publicly Accessible Open Space—Paseo or Central Courtyard).

Figure 9.07.097-13a
Publicly Accessible Open Space—Forecourt

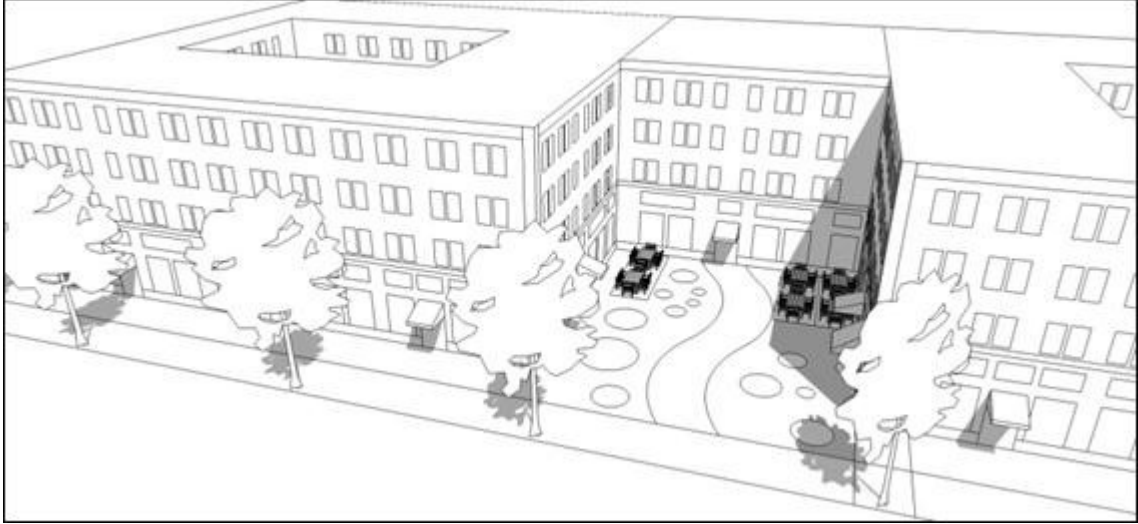
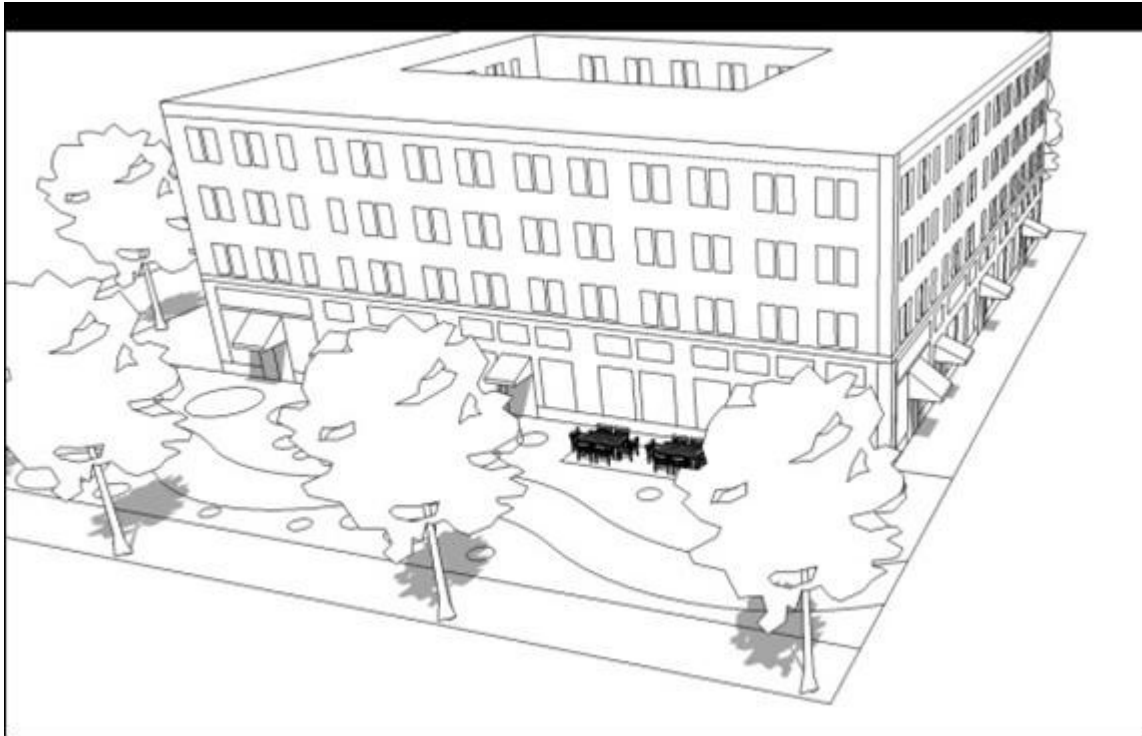


Figure 9.07.097-13b
Publicly Accessible Open Space—Front



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Figure 9.07.097-13c
Publicly Accessible Open Space—“L” Shaped

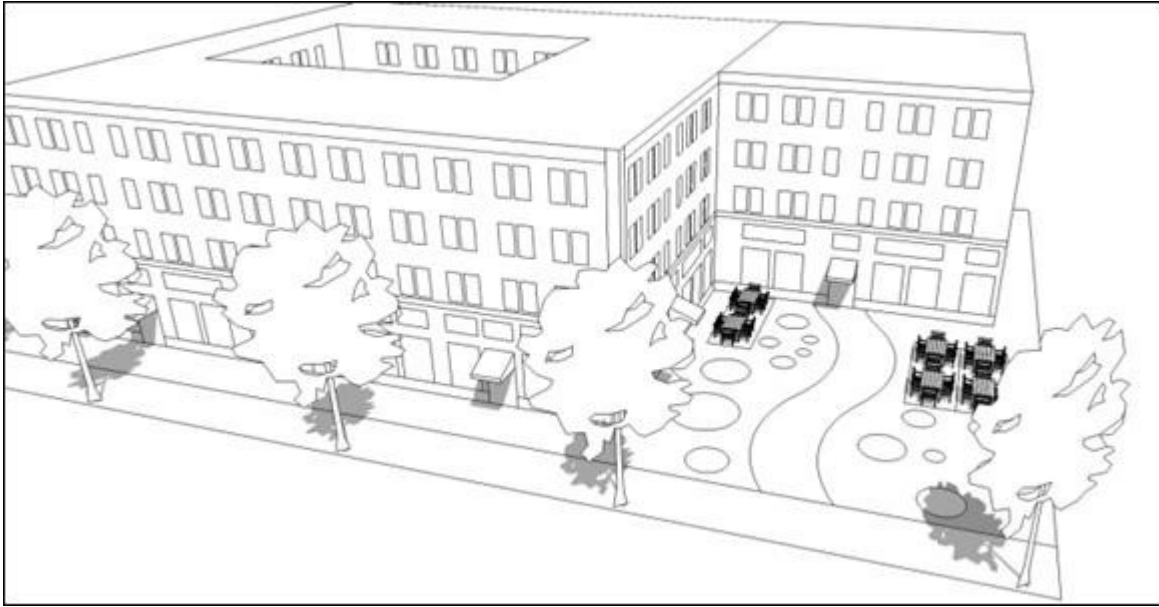


Figure 9.07.097-13d
Publicly Accessible Open Space—Paseo or Central Courtyard



(Ord. 864 § 3.3, 2013)

9.07.098 Open space standards—Private/common open space.

This section provides standards for private and/or common open space for residential uses. Private and/or common open space shall be provided in addition to the required publicly accessible open space in Section [9.07.097](#) (Open space standards—Publicly accessible open space).

A. Required Amount of Open Space.

1. **Minimum Required Open Space.** Private open space and common open space shall be provided in the amounts indicated in Table 9.07.095-10 (Mixed-Use Overlay District Development Standards).
2. **Residential Developments.** Private open space and common open space shall be provided on a per unit basis for residential projects and shall be a combination of the total required space divided between private areas (e.g., balconies, patios, etc.) and common areas (e.g., courtyards, playgrounds, recreation facilities, multi-purpose rooms, etc.) designed for the common use of residents as specified below.
3. **Nonresidential or Mixed-Use Developments.** Private open space and common open space shall be provided as a percentage of the total lot area for nonresidential projects and may be used to provide site amenities such as rooftop decks, courtyards, or similar features. Mixed use developments shall combine the residential standards and the nonresidential standard to satisfy this provision.

B. **Exclusive Use.** Private and common open space areas shall be located and designed for the exclusive use of the residents or tenants of the property and their guests and shall not be publicly accessible, except in the Civic Center MixedUse (CVMU) Overlay District and the Medical Center Mixed-Use (MDMU) Overlay District where sharing of the required publicly accessible open space (“quasi-public space”) for nonresidential uses and the required common open space for residential uses may be allowed in compliance with Section [9.07.097](#)(G) (Open space standards—Publicly accessible open space, Design configuration).

C. **Types of Open Space.** A combination of private and common open space shall be provided to satisfy the following requirements:

1. **Common open space amenities** shall include, but are limited to, one or more of the following amenities: courtyards, plazas, tennis courts, swimming pools, spas, permanently equipped gym/exercise rooms, or other permanent amenity. Rooftop decks and terraces may be used to satisfy this requirement; however, these areas shall be easily accessible to all residents within the building, and face the public rights-of-way where possible.
2. **Private open space areas** may include balconies, patios, terraces, or rooftop decks. These areas shall be integrated into the overall architectural design of the building. Architectural elements (e.g., railings, trellises, short walls, roof-top enclosures, etc.) shall be consistent with the architectural style of the structure to which they are attached.
- D. **Materials and Design.** Open space areas shall be constructed of permanent materials and be permanently integrated into the design of the building.

E. **Building Height to Open Space Width Ratios.** In order to achieve sunlight and air circulation in outdoor common open space areas, the following building height to open space width ratios are required:

1. **Enclosed open space** (i.e., open space that is enclosed on four sides, such as a courtyard): one to one ratio.

The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open space that is open on one or more sides: two to one ratio. The required open space shall have a width of at least one-third the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space. (Ord. 864 § 3.3, 2013)

9.07.099 Lot area requirements and lot consolidation incentives.

A. Lot Area Requirements. In addition to the lot area requirements provided in Table 9.07.095-10 (Mixed-Use Overlay District Development Standards), the size and shape of each newly created lot shall be adequate to allow the full development of the allowed uses in a manner consistent with the following:

1. Adequate provision shall be made to promote safe and orderly access and circulation of pedestrian and vehicular traffic within the site and from public streets and adjacent developments;
2. Adequate provision shall be made for buildings to be sited to allow for functional use of space between structures and to provide areas for parking, access, and landscaping;
3. Adequate provision shall be made to ensure the compatibility of the site development with surrounding development in regard to size, scale, building and site design, and limitation of overshadowing effects; and
4. The proposed development shall not limit or adversely affect the growth and development potential of adjacent properties or the general area in which the proposed development will be located.

B. Lot Consolidation Incentives.

1. Allowable Incentives for Lot Consolidation. In order to encourage the assembly of smaller existing lots into larger lots that can be more efficiently developed into a mixed-use project, the following incentives are offered:

- a. Reduction in required parking for a mixed-use project when approved in compliance with Section [9.11.070](#) (Adjustments to off-street parking requirements).
- b. Increase in maximum floor area ratio (FAR), up to a maximum of ten (10) percent.
- c. Reduction in common and/or private open space requirements, up to a maximum of ten (10) percent.

2. Eligibility for Incentives.

- a. Consolidation of existing small lots into a development project site of one acre or greater up to two acres shall be eligible for any two of the allowable incentives identified above.
- b. Consolidation of existing small lots into a development project site of two acres or greater shall be eligible for any four of the allowable incentives identified above. (Ord. 864 § 3.3, 2013)

9.09.250 Live-work development.

This section provides operational and compatibility standards for the development of live-work units. These standards are in addition to the standards for live-work development provided in Article II, Mixed-Use Overlay Districts, of Chapter [9.07](#).

A. Allowed Uses.

1. The nonresidential component of a live-work unit shall only be a nonresidential use allowed within a mixed-use overlay district, except that certain uses are determined to be not appropriate within a residential environment and are therefore prohibited as provided in subsection B of this section.
2. The residential component of a live-work unit shall only be a residential use allowed within a mixed-use overlay district.

B. Prohibited Uses. A live-work unit shall not be used for any of the following activities or similar activities as determined by the community development director:

1. Adult-oriented businesses;
2. Animal care or boarding;
3. Classroom instruction (e.g., art/music lessons, tutoring, and similar uses) involving five or more students at any one time;
4. Commercial food preparation activities;
5. Industrial uses;
6. Vehicle maintenance or repair (e.g., body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, etc.;
7. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use;
8. Medical and dental offices, clinics, and laboratories (not including chiropractors or counselors/psychotherapists);
9. Activities or uses that are not compatible with residential activities or that would clearly conflict with other livework activities or the character of the surrounding neighborhood as determined by the community development director; and
10. Activities or uses that would adversely affect the health or safety of live-work unit residents, because of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts, or that would be hazardous because of materials, processes, products, or wastes.

C. Site Planning and Design Standards.

1. Each live-work unit fronting a public right-of-way shall have a pedestrian-oriented frontage that allows views into the interior of the nonresidential areas of the unit.
2. Each live-work unit shall have a clearly identified, separate access from other live-work units within the structure or development. Access to individual units shall be from common access areas, parking lots, or walkways. Access to each unit shall be clearly identified to provide for emergency services.
3. The living space within the live-work unit shall be contiguous with the working space, with direct access between the two areas.

D. Operational Standards.

1. No portion of a live-work unit shall be separately sold or rented.
2. The owner or developer of a structure containing live-work units shall provide written notice to all occupants, tenants, and users that the surrounding area may be subject to higher impacts associated with nonresidential uses (e.g., noise) than exist in more predominantly residential areas. Performance standards for live-work units shall be those applicable to nonresidential uses allowed in the zoning district in which the live-work units are located.
3. All activities related to the “work” component of a live-work unit shall be conducted within a completely enclosed building.
4. Up to two additional persons who do not reside in the live-work unit may work in the unit.
5. Client and customer visits to live-work units are allowed.
6. Parking for each live-work unit shall be provided in compliance with Chapter [9.11](#) (Parking, Pedestrian, and Loading Requirements).
7. A live-work unit shall not be converted to either entirely residential use or entirely nonresidential use.
8. A live-work use may display a window or building-mounted sign up to a maximum of five percent of the building frontage area used for commercial purposes. Signs shall not be illuminated, including neon signs. (Ord. 864 § 3.3, 2013)

9.09.260 Mixed-use development.

This section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Article I, Mixed Use Districts/Corridors and Article II, Mixed-Use Overlay Districts, of Chapter [9.07](#).

A. Operational Standards.

1. **Hours of Operation.** Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of ten p.m. and seven a.m. These hours may be modified through approval of a conditional use permit in compliance with Section [9.02.060](#) (Conditional use permits).
2. **Joint Tenants and Owners Association.**
 - a. A joint tenants and owners association shall be formed to ensure the well-being of each tenant and owner in a mixed-use project.
 - b. The association bylaws, including voting rights, shall be subject to review by the city attorney and approval by the director. The association’s bylaws shall include the following:
 - i. Assignment of parking spaces per each use.
 - ii. Identification of maintenance responsibilities for landscaping, parking facilities, and recycling and refuse storage facilities.
 - iii. Noise notification procedures.
 - iv. Relationship between uses regarding association representation.
 - v. Voting procedures.
 - vi. Procedures for solving problems that may arise between the different types of uses or residents.

3. Loading and Unloading Activities. Where applicable, the covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after ten p.m. or before seven a.m. on any day of the week.
4. Noise Notification.
 - a. Residents, whether owners or tenants, of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area.
 - b. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information.
- B. Fences and Walls. In addition to the regulations in Section 9.08.070 (Fences and walls), fences and walls shall be subject to the following regulations:
 1. Separation Wall Required. A masonry separation wall shall be constructed on all property lines adjacent to any single-family residential district. Pedestrian access points are encouraged and may be allowed subject to approval of the community development director. The separation wall shall be six feet in height, as measured from the highest elevation of land contiguous to the wall, except in a required front setback area and in a required exterior side setback area for a corner, reverse corner or key lot, where the wall shall be limited to thirty-six (36) inches in height.
 2. Other Fences and Walls. Fences and walls are allowed in any yard area subject to the following height regulations:
 - a. Front Yard Area. In the front yard area, the height shall be limited to thirty-six (36) inches.
 - b. Street Side Yard. In street side yard areas, the height shall be limited to thirty-six (36) inches.
 - c. All Other Areas. In all other areas, the height shall be limited to six feet, as measured from the side of the fence or wall with the highest grade.
 3. Location. All perimeter fences and walls shall be constructed on the property line unless a different location is permitted by the community development director. No parallel wall or fence shall be constructed less than five feet from an existing wall or fence, unless approved by the community development director.
 4. Materials.
 - a. Chain link fencing shall not be erected between a primary or accessory structure and a public or private street, except that chain link fencing may be used for security purposes for public utility structures and for temporary fencing needs (construction sites, special events, vacant lots, etc.).
 - b. Barbed wire and concertina wire are prohibited, except at public utility structures.
- C. Landscaping. Landscaping shall comply with Chapter 9.17 (Landscape and Water-Efficiency Requirements).
- D. Screening and Buffering Standards. Mechanical and air-conditioning equipment shall be screened and buffered in compliance with Section 9.10.130 (Mechanical and electrical equipment).
- E. Signs. Signs shall comply with Chapter 9.12 (Sign Regulations). In addition, in a mixed-use overlay district where both residential and nonresidential uses are allowed, the signage rights and responsibilities applicable to a particular use shall be determined as follows: residential uses shall be treated as if they were located in the residential area where that type of use would be allowed as a matter of right, and

nonresidential uses shall be treated as if they were located in a district where that particular use would be allowed, either as a matter of right or subject to a discretionary process.

F. Trash and Recycling Enclosures.

1. Recycling and refuse storage facilities shall be located as far away as possible from residential units and shall be completely screened from view from adjacent residential portions of the project or another adjacent residential uses in compliance with Section 9.08.150 (Screening requirements).
2. The location and design of recycling and refuse storage facilities shall mitigate nuisances from odors when residential uses might be impacted.
3. The location and design of recycling and refuse storage facilities shall be integrated into and be compatible with the architectural design and details of the overall project.

G. Sound Mitigation. Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical design features of the structure required to satisfy the exterior and interior noise standards.

H. Design Criteria.

1. A mixed-use development project shall be designed and constructed to:
 - a. Be pedestrian in its focus by:
 - i. Providing direct pedestrian linkages to adjacent public sidewalks.
 - ii. Creating enhanced pedestrian connections throughout the project between residential and nonresidential uses and parking areas.
 - iii. Providing enhanced pedestrian amenities throughout the project, including seating, pedestrian area lighting, special paving, public art, water features, common open space, directories, and similar items to create a pleasant pedestrian experience.
 - iv. Incorporating architectural design elements and materials that relate to a pedestrian scale.
 - b. Locate uses in proximity to one another without large intervening parking lots so that it is convenient for people to walk between the various uses and park their vehicles only once.
 - c. Create a pedestrian scale and character of development along the street by providing significant wall articulation and varying roof heights, incorporating pedestrian scale elements (e.g., doors, windows, lighting, landscaping), and locating storefronts and common open space areas (e.g., plaza, courtyard, outdoor dining) near the public sidewalk to contribute to an active street environment.
 - d. Provide a transition to adjacent residential uses in compliance with the standards provided in Table 9.07.095-10 (Mixed-Use Overlay District Development Standards).
2. Consistent Use of Architectural Details and Materials. Architectural style and use of quality materials shall be compatible and consistent throughout an entire mixed-use project. However, differences in architectural details and materials may occur to differentiate between the residential and nonresidential portions of the project. The overall project design and site layout shall be one that promotes a strong pedestrian environment and active street frontage. This can be accomplished by incorporating features into the project as outlined in paragraph 3 of this subsection.
3. Features.
 - a. Street Level Features. Variations in the front building plane shall be incorporated through the use of varying building setbacks, variations in wall planes, and the inclusion of pedestrian amenities (e.g., plaza, courtyard, outdoor dining, landscaping). Long expanses of blank walls shall be prohibited.

- b. **Pedestrian-Oriented Features.** At least seventy-five (75) percent of the building frontage facing a public street, primary pedestrian way, or parking lot shall be devoted to pedestrian-oriented features (e.g., storefronts, pedestrian entrances to nonresidential uses, transparent display windows, landscaping).
- c. **Upper Level Features.** Upper floor balconies, bays, and windows shall be provided whenever opportunities exist for these types of features.
- d. **Entrances.** When nonresidential and residential uses are located in a vertical mixed use structure, separate pedestrian entrances shall be provided for each use. The entrances for nonresidential uses shall be designed to be visually distinct from the entrances for residential uses. Entrances to individual residential units in a vertical mixed use project shall not be allowed along a street frontage. Instead shared entrances to residential units located above the ground floor shall be from lobbies that serve multiple units.
- e. **Neighborhood Interface.** The design of new infill development shall be sensitive to the scale and design characteristics of established structures in abutting residential neighborhoods, with the objective of achieving a harmonious transition between the new development and existing neighborhood. Consideration shall be given to factors including, but not limited to, orientation of architectural features, building articulation, and exterior building treatments.
- f. **Lighting.** Lighting shall be incorporated along sidewalks or other pedestrian walkways, plazas, paseos, courtyards, and other common open areas to enhance the pedestrian environment and increase public safety. Lighting for nonresidential uses shall be designed, located, and shielded to ensure that they do not adversely impact the residential uses, but shall provide sufficient illumination for access and security purposes consistent with the provisions of Section [9.08.100 \(Lighting\)](#).
- g. **Security.** Projects shall be designed to minimize security risks to residents and to minimize the opportunities for vandalism and theft. This may be accomplished by:
- i. Maximizing visibility to common open space areas, internal walkways, and public sidewalks. Use opportunities for natural surveillance to increase visibility.
 - ii. Using walkways, low fences, lighting, signage, and landscaping to clearly guide people and vehicles to and from the proper entrances.
 - iii. Eliminating areas of concealment, hiding places, and dead spaces.
 - iv. Using lighting to improve the visibility of common areas while enhancing the pedestrian environment. Lighting should not be overly bright and should provide a uniform level of light over the subject area to eliminate dark spaces. (Ord. 864 § 3.3, 2013)

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to zoning requirements.
 C - Indicates stated use is allowed with a conditional use permit.
 ♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
 A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.
 S - Indicates a use is permitted, providing the requirements of 9.09.280 (Smoke Shops) of this title are met. A conditional use permit is required if dictated by the distance criteria.
 M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones				
	HR	RR	R1	RA2	R2	R3 (18)	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI(8,10,11)	NC (18)	CC (18)	VC	OC	O	P	I (18)	LI	BP (18)	

Adult Businesses																A		A	A		A	A	A	A			
Agricultural Uses—Crops Only	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																						X					
Aircraft Landing Facilities																C		C	C	C	C	C					
Ambulance Service																♦					♦	X	X	X	X		
Amusement Parks, Fairgrounds																♦						X					
Animal Raising (see Section 9.09.090 of this title)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Appliance and Electronic Repair Shops												X	X	X	X	X						X	X		X		
Arcades, Video Machines															♦	X	♦										
Athletic Clubs, Gymnasiums and Spas												X	X	X	X	X		X				X	X	X	X		
Auction Houses																X									X		
Auditoriums												♦	♦	♦			♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	
Auto Electronic Accessories and Installation																X						X	X		X		

Attachment: Exhibit B Permitted Use Table 1 - Table 9.02.020-1 (5469 : SECOND READING AND

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones					
	HR	RR	R1	RA2	R2	R3 (18)	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI(8,10,11)	NC (18)	CC (18)	VC	OC	O	P	I (18)	LI	BP (18)	BPX (18)	OS (18)

Automobile Fleet Storage																						X	X				
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle and Boat Sales and Incidental Minor Repairs and Accessory Installations																	◆						X	X			
Auto Service Stations Accessory uses include convenience store and car wash Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)																◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)																◆	X						X	X		X	

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Automotive Paint and Body Repair—Major Engine Overhaul																	◆						X				
Auto Rentals																	X										
Auto Supply Stores													X	X	X	X	X						X	X		X	
Bakery Shops													X	X	X	X	X	X								X	
Bakery—Commercial																						X					
Banks—Financial Institutions													X	X	X	X	X	X	X	X					X	X	
Barber and Beauty Colleges													X	X	X	X	X		X	X				X	X		
Bars (Drinking Establishments)																											
Bars													C	C	C	C	C	C	C								
Bars, with Limited Live Entertainment													C	C	C	C	C	C									
Boat Sales New and Used Including Repairs and Accessory Installation																							X				
Boarding and Rooming Houses									X	X	X	X	X	X													
Bowling Alley													◆	◆	◆	X	X										
Building Material Sales																											
With outdoor storage																							X	X			

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones				
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Building Material Storage Yards																						X						
Bus, Rail and Taxi Stations															♦		♦											
Business Equipment Sales (includes repairs)													X	X	X	X	X	X	X						X			
Business Schools													X	X	X	X	X	X	X	X			X	X	X	X		
Business Supply Stores													X	X	X	X	X		X				X	X		X		
Cabinet Shop																						X	X	X	X			
Caretakers Residence ¹																♦	♦	C	♦	♦	♦	♦	♦	♦	♦	♦		
Car Wash																X	X					X						
Accessory to auto related use																♦	♦					X						
Catering Service													X	X	X	X	X	X							X	X		
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)	C	C	C	C	C	C	C	C	C	C	C	C																
Churches ²	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	C	♦	♦	♦	♦	♦	♦	♦	♦		
Clubs												♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	C	
Commercial Cannabis Activities ¹⁷																												
Cultivation																								M	M	M		

Permitted Uses Table 9.02.020-1

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	Residential Zones											Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
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Dispensary																M	M									M	
Manufacturing																							M	M	M		
Testing																							M	M	M		
Microbusiness																	M								M		
Distribution Center																M	M						M	M	M		
Commercial Radio or Television Stations																											
With on-site antenna																	♦						♦	♦	♦	♦	
Without on-site antenna																	X						X	X	X	X	
Communications Facilities (See Section 9.09.040 of this title)																											
Computer Sales and Repairs													X	X	X	X	X		X				X	X	X	X	
Contractors Storage Yard																							X				
Convalescent Homes/Assisted Living								C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦						
Convenience Stores																											
With drive-through																X	X										
Without drive-through													X	X	X	X	X										
With alcohol sales													♦	♦	♦	♦	♦										
Convention Hall, Trade Show, Exhibit Building															C		♦		♦			♦			♦	♦	

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones					
	HR	RR	R1	RA2	R2	R3 (18)	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI(8,10,11)	NC (18)	CC (18)	VC	OC	O	P	I (18)	LI	BP (18)	BPX (18)	OS (18)

with Incidental Food Services																										
Copy Shops													X	X	X	X	X	X	X	X		X	X	X	X	
Country Club	C	C	C	C	C	C	C	C	C	C	C	C														
Dancing, Art, Music and Similar Schools													X	X	X	X	X	X	X	X			X	X	X	
Day Care Centers ¹⁹	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	C
Delicatessens													X	X	X	X	X	X				X	X	X		
Diaper Supply Service																					X					
Laundry with fleet storage																					X					
Disposal company																					X					
Drapery Shops													X	X	X	X	X	X								
Dressmaking Shops													X	X	X	X	X	X								
Driving School													X	X	X	X	X		X	X		X	X	X		
Drug Stores													X	X	X	X	X	X								
Dry Cleaning or Laundry																										
a. Dry Cleaning													X	X	X	X	X	X	X						X	
b. Laundromat													X	X	X	X	X	X	X							
c. Laundry Commercial																					X	X				
Emergency Shelters ¹⁴																	C		C	C	X	C			C	
Equestrian Centers, Riding Academies, Commercial Stables	C	C	C	C													◆								C	

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
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(including incidental sales of feed and tack)																											
Exterminators																	C						X	X	X	X	
Farm Worker Housing									X	X	X	X															
Feed and Grain Stores																X	X	X									
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)													X	X	X	X	X						X				
Fraternity/Sorority								C	C	C	C	C															
Frozen Food Locker																							X	X			
Gasoline Dispensing - Non-retail accessory to an auto-related use																	X						X	X	X	X	
Glass Shops and Glass Studios—Stained, etc.																X	X						X	X		X	
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C															◆
Handicapped Housing								X	X	X	X	X	X	X	X												
Heavy Equipment Sales and Rentals																	X							X	X		

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Hospitals															◆		◆		◆	◆					C	C	C
Hotels																											
a. With 20% or less of the units containing kitchens													X	X	X		X		C					X	X	X	
b. With over 20% of the units containing kitchens													C	C	C		C		C					C	C	C	
Ice Cream Stores— Including Yogurt Sales													X	X	X	X	X	X	X							X	
Impound Yards																							X				
Jewelry Stores													X	X	X	X	X	X									
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		◆	◆	◆	◆	C				
Laboratories (medical and dental)													X	X	X	X	X		X	X			X	X	X	X	
Libraries	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X
Liquor Stores													◆	◆		◆	◆										
Live/Work Unit ¹²													X	X	X												
Locksmith Shops													X	X	X	X	X	X					X	X	X	X	
Lodge Halls and Similar Facilities													◆	◆	◆	◆	◆		◆						◆	◆	
Lumberyards																	X						X				
Mail Order House																	X						X	X	X	X	
Manufacturing and Assembly																											

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a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																						X	X	X	X	
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																						X	X			
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																						X	X			
d. Retail sales of goods produced or warehoused on-site ³																						X	X	X	X	
Medical Clinics/Medical Care																										
Inpatient care													X	X	X	X	X					X	X	X	X	

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Urgent care													X	X	X	X	X		X	X							
Medical device services and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices															X	X	X		X								
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment															X	X	X		X								
Mobile Home Parks	C	C	C	C	C	C	C	C	C	C	C	C															
Mobile Home Sales or Rentals (outdoor display)																	C										
Mortuaries																											
With cremation services																							X	X			
No cremation services			C	C	C	C	C	C	C	C	C	C			◆	◆	◆						X	X			
Museums	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X	X	X					X	X	X	X		
Nightclubs														C	C		C										

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Nursery, (Plant), Wholesale and Distribution	X	X	X	X																			X	X			X
Offices (administrative and professional)													X	X	X	X	X	X	X	X				X	X	X	
Open Air Theaters															C						C						C
Orphanages	C	C	C	C	C	C	C	C	C	C	C																
Painting Contractor																							X	X			
Parcel Delivery Terminals																							X	X	X	X	
Parking Lot															C	C	X	X	C						X		
Parks and Recreation Facilities (public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, spa facilities ¹⁵ , barber and beauty shops, and tattoo parlors)													X	X	X	X	X	X								X	
Pharmacy ⁴													X	X	X	X	X	X								X	
Photo Studios													X	X	X	X	X	X								X	
Plumbing Shops																	X									X	
Plumbing Supply Stores for Contractors																							X	X	X		
Pool Hall																											
Postal Services													X	X	X	X	X	X	X					X	X	X	

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Pottery Sales with Outdoor Sales													X	X	X	X	X	X				X			X	
Public Administration, Buildings and Civic Centers													X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆	X	X	◆	◆	C
Racetracks																	C				C					
Record Store													X	X	X	X	X	X								
Recording Studio													X	X	X	X	X	X	X			X	X	X	X	
Recreational Facilities (Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆								
Recycling, Large Collection Facility ⁵																	◆					X	X			
Recycling, Small Collection Facility													X	X	X	X	X	X								
Recycling Processing Centers																						X	X	X	X	
Refreshment Stands													X	X	X	X	X	X	X	X	X	X	X	X	X	
Rental Service																										

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Within an enclosed structure (furniture, office, party supplies)													X	X	X	X	X	X					X	X	X	X	
With outdoor storage and display (vehicles, equipment, etc.)																◆	◆						X	X			
Research and Development													X	X	X					X	X		X	X	X	X	
Residential																											
Single-Family	X	X	X	X	X	X	X	X																			
Multiple-Family									X	X	X	X	X	X	X												
Manufactured home park (see mobile home parks)																											
Residential Care Facility (for seven or more persons)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	X												
Restaurants (Eating and Drinking Establishments)																											
Without entertainment													X	X	X	X	X	X	X								X
With Limited Live entertainment													X	X	X	X	X	X	X								
With alcoholic beverage sales													X	X	X	X	X	X	X								X

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With outdoor seating ¹³													X	X	X	X	X	X	X							X	
Restaurants (fast-food)																											
With drive-through																◆	◆									◆	
Without drive-through													X	X	X	X	X									X	
Retails Sales													X	X	X	X	X	X									
Support Retail Sales													X	X	X				X							X	
Sandwich Shops ⁶													X	X	X	X	X	X	X	X ⁶							
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆		◆	◆					◆	◆	
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X							
Shoe Shine Stands													X	X	X	X	X		X	X				X	X		
Shoe Repair Shop													X	X	X	X	X	X									
Sign Shop													X	X	X	X	X	X					X	X	X	X	
Single room occupancy (SRO) facility											C	C	C	C			X										
Skating Rinks														X			X										
Smoke Shops ¹⁶																S	S	S	S								
Stationery Stores													X	X	X	X	X	X	X					X	X		
Statue Shop -Outdoor display																	◆						X	X			
Storage Lots and Mini-Warehouses																											
Indoor																							X				
Outdoor																							X				

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Swim Schools/Center with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C					X										
Taxidermist																	X						X	X			
Theaters (excludes open air)													X	X	X	X	X	X									
Tire Recapping																							X				
Trade and Vocational Schools													X	X	X		X		X	X				X	X	X	
Transfer, Moving and Storage Facilities																							X	X			
Truck Wash																							X	X			
Upholstery Shops																	X						X	X		X	
Vehicle Storage Yards																											
Indoor																	X						X	X			
Outdoor																	C						X	X			
Vending Machine Service and Repair																							X	X	X	X	
Veterinarian (including animal hospital)																											
All activities within an enclosed structure													X	X	X	X	X								X	X	
With outdoor activities																	◆								◆	◆	
Weight Reduction Center													X	X	X	X	X	X	X								

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	HR	RR	R1	RA2	R2	R3 (18)	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI(8,10,11)	NC (18)	CC (18)	VC	OC	O	P	I (18)	LI	BP (18)	BPX (18)	OS (18)

Wholesale, Storage, and Distribution																										
All activities indoors (50,000 square feet or less)																						X	X	X	X	
All activities indoors (more than 50,000 square feet)																						X	X			
All activities outdoors																						X				
Retail sale of goods warehoused on-site ⁷																						X	X	X		
Wrecking Yard																						◆				

- Notes:
- (1) Do not consider residential use per distance requirement.
 - (2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
 - (3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
 - (4) Permitted in the OC and VOR only as a support medical office facility.
 - (5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
 - (6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
 - (7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).

Attachment: Exhibit B Permitted Use Table 1 - Table 9.02.020-1 (5469 : SECOND READING AND

Permitted Uses Table 9.02.020-1

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	Residential Zones											Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
	HR	RR	R1	RA2	R2	R3 (18)	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI(8,10,11)	NC (18)	CC (18)	VC	OC	O	P	I (18)	LI	BP (18)	BPX (18)	OS (18)

- (8) In the MUI, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
- (9) In the MUC and MUN, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
- (10) See Section 9.07.40 (Medical Use Overlay)
- (11) See Section 9.09.260 (Mixed Use Development)
- (12) See Section 9.09.250 (Live-Work Development)
- (13) See Section 9.09.270 (Outdoor Dining)
- (14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)
- (15) For Spa Facilities refer to Title 11, Chapter 11.96 of the Municipal Code.
- (16) See Section 9.09.280.C (Smoke Shops) for distance requirements that require a Conditional Use Permit.
- (17) See Section 9.09.290 (Commercial Cannabis Activities) for all Commercial Cannabis Activities regulations.
- (18) **See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.**
- (19) **For Day Care uses in the Moreno Valley Industrial Area Plan (SP 208), See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.**

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Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones					
HR	RR	R1	RA2	R2	R3 (18)	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI(8,10,11)	NC (18)	CC (18)	VC	OC	O	P	I (18)	LI	BP (18)	BPX (18)	OS (18)

Zoning Key

HR	Hillside Residential	MU	Mixed Use Overlay
RR	Rural Residential	MUN	Mixed-Use Neighborhood Overlay
R1	Residential 1 (40,000 square feet minimum lot size)	MUC	Mixed-Use Community Overlay
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)	MUI	Mixed-Use Institutional Anchor Overlay
R2	Residential 2 (20,000 square feet minimum lot size)	NC	Neighborhood Commercial
R3	Residential 3 (10,000 square feet minimum lot size)	CC	Community Commercial
R5	Residential 5 (7,200 square feet minimum lot size)	VC	Village Commercial
RS10	Residential Single-Family 10 (4,500 square feet minimum lot size)	OC	Office Commercial
R10	Residential 10 (Up to 10 Dwelling Units per net acre)	O	Office
R15	Residential 15 (Up to 15 Dwelling Units per net acre)	P	Public
R20	Residential 20 (Up to 20 Dwelling Units per net acre)	I	Industrial
R30	Residential 30 (Up to 30 Dwelling Units per net acre)	LI	Light Industrial
		BP	Business Park
		BPX	Business Park-Mixed Use
		OS	Open Space

Permitted Uses Table 9.02.020-2 MIXED USE ZONES

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)

Adult Businesses							
Agricultural Uses—Crops Only ¹⁸		X	X	X	X	X	X
Agricultural (involving structures)							
Aircraft Landing Facilities							
Ambulance Service	◆		◆	◆			
Amusement Parks, Fairgrounds ¹⁸							
Animal Raising (see Section 9.09.090 of this title) ¹⁸					X	X	X
Appliance and Electronic Repair Shops			X		X	X	X
Arcades, Video Machines			X				
Athletic Clubs, Gymnasiums and Spas ¹⁸		X	X	X	X	X	X
Auction Houses ¹⁸			X				
Auditoriums ¹⁸		X	◆	X	◆	◆	◆
Auto Electronic Accessories and Installation	X		X				
Automobile Fleet Storage	X						
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle,	◆	X	◆				

Attachment: Exhibit C Permitted Use Table 2 - Table 9.02.020-2 (5469 : SECOND READING AND

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Aircraft and Boat Sales, Leasing, and Incidental Minor Repairs and Accessory Installations							
Auto Service Stations	X	◆	◆	◆			
a) Accessory uses include convenience store and car wash							
b) Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)							
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)	◆		◆				
Automotive Paint and Body Repair—Major Engine Overhaul	◆		◆				
Auto Rentals	X		X				
Auto Supply Stores			X	X	X	X	X
Bakery Shops		X	X	X	X	X	X
Bakery—Commercial ¹⁸							

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Banks—Financial Institutions ¹⁸		X	X	X	X	X	X
Barber and Beauty Colleges ¹⁸		X	X	X	X	X	X
Bars (Drinking Establishments) ¹⁸							
Bars			C	C	C	C	C
Bars, with Limited Live Entertainment			C	C	C	C	C
Boarding and Rooming Houses ¹⁸					X	X	
Bowling Alley ¹⁸			X	X	◆	◆	◆
Building Material Sales (with or without outdoor sales) ¹⁸	◆		◆				
Building Material Storage Yards ¹⁸	X						
Bus, Rail and Taxi Stations ¹⁸			◆	◆			◆
Business Equipment Sales (includes repairs)	X	X	X	X	X	X	X
Business Schools ¹⁸		X	X	X	X	X	X
Business Supply Stores	X	X	X	X	X	X	X
Cabinet Shop	X						
Caretakers Residence ¹	C		X				

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Car Wash	X		X				
Accessory to auto related use							
Catering Service			X	X	X	X	X
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)							
Churches ^{2, 18}		◆	◆	◆	◆	◆	◆
Clubs ¹⁸			◆	◆	◆	◆	◆
Commercial Cannabis Activities ^{17, 18}							
Cultivation							
Dispensary	M		M				
Manufacturing							
Testing							
Microbusiness			M				
Distribution							
Commercial Radio or Television Stations							
With on-site antenna			◆	C			
Without on-site antenna	X		X	X			

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)

Communications Facilities (See Section 9.09.040 of this title)							
Computer Sales and Repairs	X	X	X	X	X	X	X
Contractors Storage Yard							
Convalescent Homes/Assisted Living ¹⁸			◆	◆	◆	◆	◆
Convenience Stores							
With drive-through	X		X				
Without drive-through	X	X	X	X	X	X	X
With alcohol sales	◆	◆	◆	◆	◆	◆	◆
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services ¹⁸				C			C
Copy Shops	X	X	X	X	X	X	X
Country Club ¹⁸				C			
Dancing, Art, Music and Similar Schools ¹⁸		X	X	X	X	X	X
Day Care Centers ^{18, 19}		◆	◆	◆	◆	◆	◆
Delicatessens ¹⁸		X	X	X	X	X	X
Diaper Supply Service	X						
Laundry with fleet storage ¹⁸							
Disposal company							

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Drapery Shops	X	X	X	X	X	X	X
Dressmaking Shops	X	X	X	X	X	X	X
Driving School ¹⁸	X	X	X	X	X	X	X
Drug Stores	X	X	X	X	X	X	X
Dry Cleaning or Laundry ¹⁸							
a. Dry Cleaning	X		X	X	X	X	X
b. Laundromat	X		X	X	X	X	X
c. Laundry Commercial	X						
Emergency Shelters ¹⁴							
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack) ¹⁸		X					
Exterminators	X		C				
Farm Worker Housing ¹⁸							
Feed and Grain Stores	X		X				
Fire and Police Stations	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)	X	X	X	X	X	X	X
Fraternity/Sorority ¹⁸							
Frozen Food Locker							

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Gasoline Dispensing - Non-retail accessory to an auto-related use ¹⁸	X		X	X			
Glass Shops and Glass Studios—Stained, etc.	X		X	X			
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses ¹⁸				C			
Handicapped Housing ¹⁸			X	X	X	X	X
Heavy Equipment Sales and Rentals	X						
Hospitals ¹⁸			◆	◆			◆
Hotels ¹⁸							
a. With 20% or less of the units containing kitchens			X	X	X	X	X
b. With over 20% of the units containing kitchens			C	C	C	C	C
Ice Cream Stores—Including Yogurt Sales	X	X	X	X	X	X	X
Impound Yards	C						
Jewelry Stores	X	X	X	X	X	X	X
Kennel and Catteries	C		C		C	C	C
Laboratories (medical and dental) ¹⁸	X		X	X	X	X	X

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Libraries ¹⁸	X	X	X	X	X	X	X
Liquor Stores			◆	◆	◆	◆	
Live/Work Unit ^{12, 18}			X	X	X	X	X
Locksmith Shops	X		X	X	X	X	X
Lodge Halls and Similar Facilities ¹⁸			◆	◆	◆	◆	◆
Lumberyards							
Mail Order House							
Manufacturing and Assembly ¹⁸							
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced	X						
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced	X						
c. General manufacturing with frequent truck traffic							

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9.11)	MUC (9.11)	MUI (8,10,11)
and/or outdoor equipment or storage							
d. Retail sales of goods produced or warehoused on-site ³	X						
Medical Clinics/Medical Care ¹⁸							
Inpatient care		X	X	X	X	X	X
Urgent care		X	X	X	X	X	X
Medical device services and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices	X	X	X	X			X
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment	X	X	X	X			X
Mobile Home Parks ¹⁸							
Mobile Home Sales or Rentals (outdoor display)							
Mortuaries ¹⁸							
With cremation services							

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)

No cremation services			◆				◆
Museums ¹⁸		X	X	X	X	X	X
Newspaper and Printing Shops	X	X	X	X	X	X	X
Nightclubs ¹⁸			C	C		C	C
Nursery, (Plant), Wholesale and Distribution		X	X				
Offices (administrative and professional) ¹⁸	X	X	X	X	X	X	X
Open Air Theaters ¹⁸				X			C
Orphanages ¹⁸							
Painting Contractor	X						
Parcel Delivery Terminals ¹⁸							
Parking Lot	X		X	X			C
Parks and Recreation Facilities (public) ¹⁸		X	X	X	X	X	X
Personal Services (e.g., nail salons, spa facilities ¹⁵ , barber and beauty shops, and tattoo parlors) ¹⁸	X	X	X	X	X	X	X
Pharmacy ⁴	X	X	X	X	X	X	X
Photo Studios	X	X	X	X	X	X	X
Plumbing Shops	X		X				

Attachment: Exhibit C Permitted Use Table 2 - Table 9.02.020-2 (5469 : SECOND READING AND

Permitted Uses Table 9.02.020-2 MIXED USE ZONES

- X - Indicates stated use is permitted subject to zoning requirements.
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- M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.

	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Plumbing Supply Stores for Contractors	X						
Pool Hall ¹⁸				◆		◆	
Postal Services	X		X	X	X	X	X
Pottery Sales with Outdoor Sales	X	X	X	X	X	X	X
Public Administration, Buildings and Civic Centers ¹⁸			X	X	X	X	X
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices ¹⁸					◆	◆	◆
Racetracks ¹⁸							
Record Store			X	X	X	X	X
Recording Studio	X	X	X	X	X	X	X
Recreational Facilities (Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses ¹⁸	◆	◆	◆	◆	◆	◆	◆
Recycling, Large Collection Facility ⁵							
Recycling, Small Collection Facility	X		X	X	X	X	X

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Recycling Processing Centers							
Refreshment Stands					X	X	X
Rental Service							
Within an enclosed structure (furniture, office, party supplies)	X		X		X	X	X
With outdoor storage and display (vehicles, equipment, etc.)	◆						
Research and Development ¹⁸	X	X	X	X	X	X	X
Residential ¹⁸							
Single-Family				X			
Multiple-Family			X	X	X	X	X
Manufactured home park (see mobile home parks)							
Residential Care Facility (for seven or more persons) ¹⁸			C	C	C	C	X
Restaurants (Eating and Drinking Establishments) ¹⁸							
Without entertainment		X	X	X	X	X	X

Attachment: Exhibit C Permitted Use Table 2 - Table 9.02.020-2 (5469 : SECOND READING AND

Permitted Uses Table 9.02.020-2 MIXED USE ZONES

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
With Limited Live entertainment			X	X	X	X	X
With alcoholic beverage sales			X	X	X	X	X
With outdoor seating ¹³		X	X	X	X	X	X
Restaurants (fast-food) ¹⁸							
With drive-through	X	◆	◆	◆			
Without drive-through	X	X	X	X	X	X	X
Retail Sales	X	X	X	X	X	X	X
Support Retail Sales			X	X	X	X	X
Sandwich Shops ⁶	X	X	X	X	X	X	X
Schools, Private		X	◆	C	◆	◆	◆
Senior Housing			X	X	X	X	X
Shoe Shine Stands	X	X	X	X	X	X	X
Shoe Repair Shop	X		X	X	X	X	X
Sign Shop	X		X	X	X	X	X
Single room occupancy (SRO) facility ¹⁸					C	C	C
Skating Rinks ¹⁸			X	X		X	
Smoke Shops ¹⁶			S	S			
Stationery Stores	X		X	X	X	X	X
Statue Shop -Outdoor display	X						
Storage Lots and Mini-Warehouses							
Indoor	C		C				

Attachment: Exhibit C Permitted Use Table 2 - Table 9.02.020-2 (5469 : SECOND READING AND

Permitted Uses Table 9.02.020-2 MIXED USE ZONES

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Outdoor	C						
Swim Schools/Center with Incidental Commercial Uses ¹⁸			X	C			
Taxidermist	X						
Theaters (excludes open air) ¹⁸			X	X	X	X	X
Tire Recapping							
Trade and Vocational Schools ¹⁸		X	X	X	X	X	X
Transfer, Moving and Storage Facilities	X						
Transit Center				X			
Truck Wash							
Upholstery Shops	X		X				
Vehicle Storage Yards							
Indoor	X						
Outdoor							
Vending Machine Service and Repair	X						
Veterinarian (including animal hospital) ¹⁸							
All activities within an enclosed structure	X	X	X	X	X	X	X
With outdoor activities			◆				
Weight Reduction Center	X	X	X	X	X	X	X

Attachment: Exhibit C Permitted Use Table 2 - Table 9.02.020-2 (5469 : SECOND READING AND

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9.11)	MUC (9.11)	MUI (8,10,11)

Wholesale, Fulfillment, Storage, and Distribution ¹⁸							
All activities indoors (50,000 square feet or less)	X						
All activities indoors (more than 50,000 square feet)	X						
All activities outdoors							
Retail sale of goods warehoused on-site ⁷	X						
Wrecking Yard							

Notes:

- (1) Do not consider residential use per distance requirement.
- (2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
- (3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
- (4) Permitted in the OC and VOR zones only as a support medical office facility.
- (5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
- (6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
- (7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).

Permitted Uses Table 9.02.020-2 MIXED USE ZONES

- X - Indicates stated use is permitted subject to zoning requirements.
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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)

- (8) In the MUI, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
- (9) In the MUC and MUN, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
- (10) See Section 9.07.40 (Medical Use Overlay)
- (11) See Section 9.09.260 (Mixed Use Development)
- (12) See Section 9.09.250 (Live-Work Development)
- (13) See Section 9.09.270 (Outdoor Dining)
- (14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)
- (15) For Spa Facilities refer to Title 11, Chapter 11.96 of the Municipal Code.
- (16) See Section 9.09.280.C (Smoke Shops) for distance requirements that require a Conditional Use Permit.
- (17) See Section 9.09.290 (Commercial Cannabis Activities) for all Commercial Cannabis Activities regulations.
- (18) **See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.**
- (19) **For Day Care uses in the Moreno Valley Industrial Area Plan (SP 208), See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.**

Permitted Uses Table 9.02.020-2 MIXED USE ZONES

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	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)

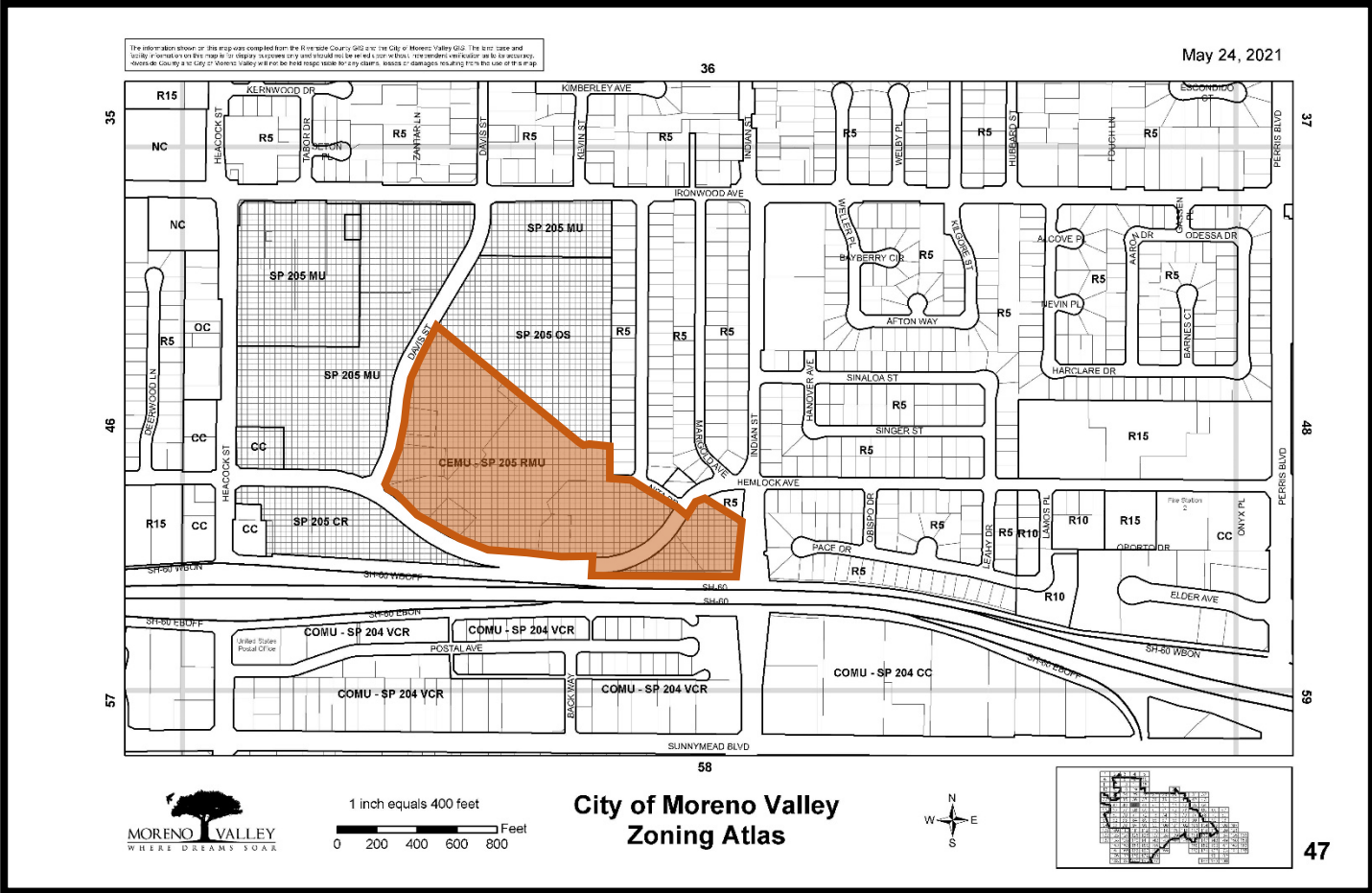
Zoning Key

HR	Hillside Residential	MU	Mixed Use Overlay
RR	Rural Residential	MUN	Mixed-Use Neighborhood Overlay
R1	Residential 1 (40,000 square feet minimum lot size)	MUC	Mixed-Use Community Overlay
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)	MUI	Mixed-Use Institutional Anchor Overlay
R2	Residential 2 (20,000 square feet minimum lot size)	P	Public
R3	Residential 3 (10,000 square feet minimum lot size)	I	Industrial
R5	Residential 5 (7,200 square feet minimum lot size)	LI	Light Industrial
RS10	Residential Single-Family 10 (4,500 square feet minimum lot size)	BP	Business Park
R10	Residential 10 (Up to 10 Dwelling Units per net acre)	BPX	Business Park-Mixed Use
R15	Residential 15 (Up to 15 Dwelling Units per net acre)	OS	Open Space
R20	Residential 20 (Up to 20 Dwelling Units per net acre)	BF	Business Flex
R30	Residential 30 (Up to 30 Dwelling Units per net acre)	DC	Downtown Center
NC	Neighborhood Commercial	COMU	Corridor Mixed Use
CC	Community Commercial	H-OC	Highway – Office/Commercial
VC	Village Commercial		
OC	Office Commercial		
O	Office		

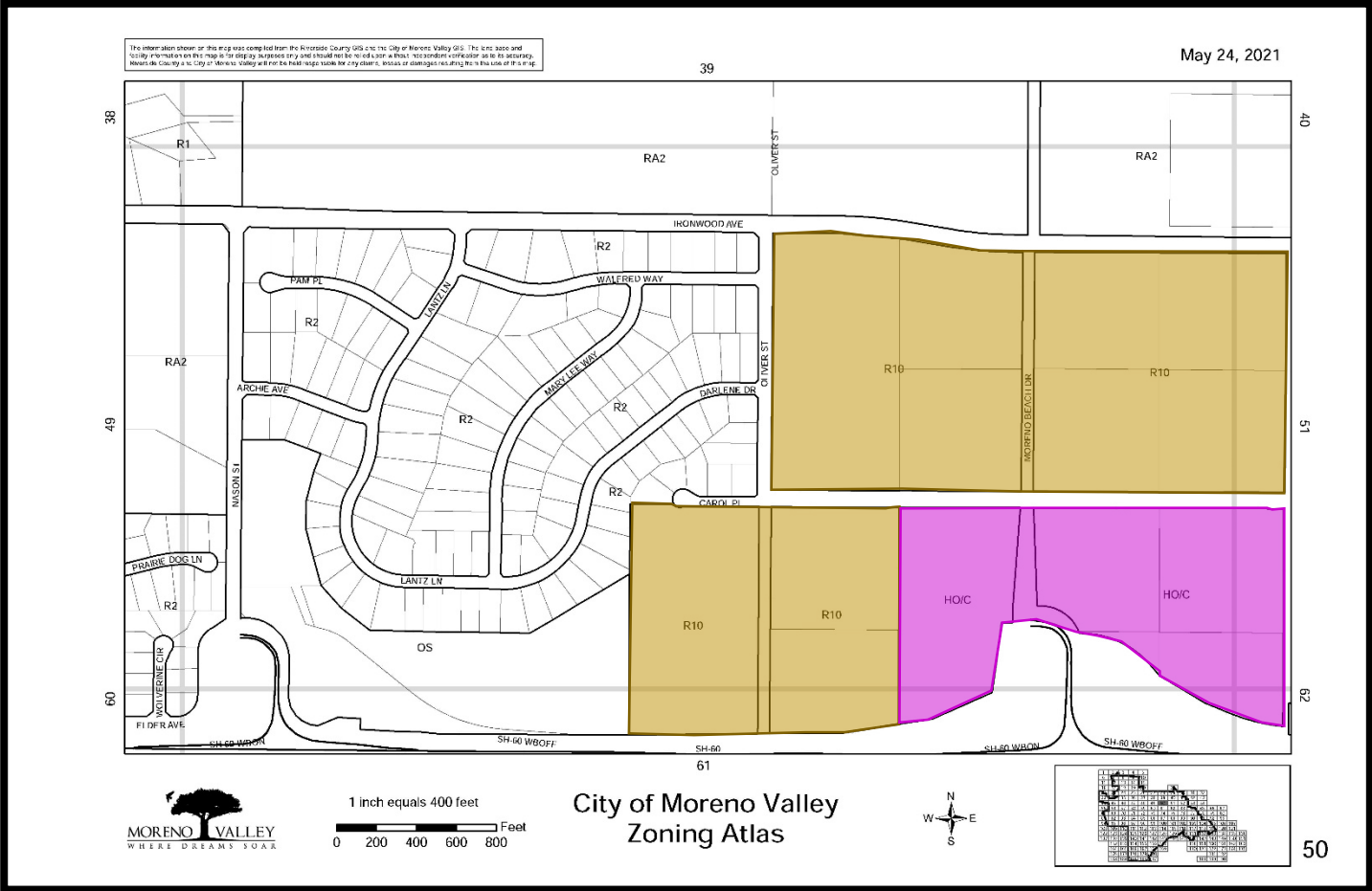
City of Moreno Valley Zoning Atlas

Revised Sheet Numbers

47	71	97	127
50	72	98	128
51	75	99	140
52	81	100	141
56	82	111	155
57	83	112	
58	84	113	
59	85	114	
68	86	125	
70	87	126	

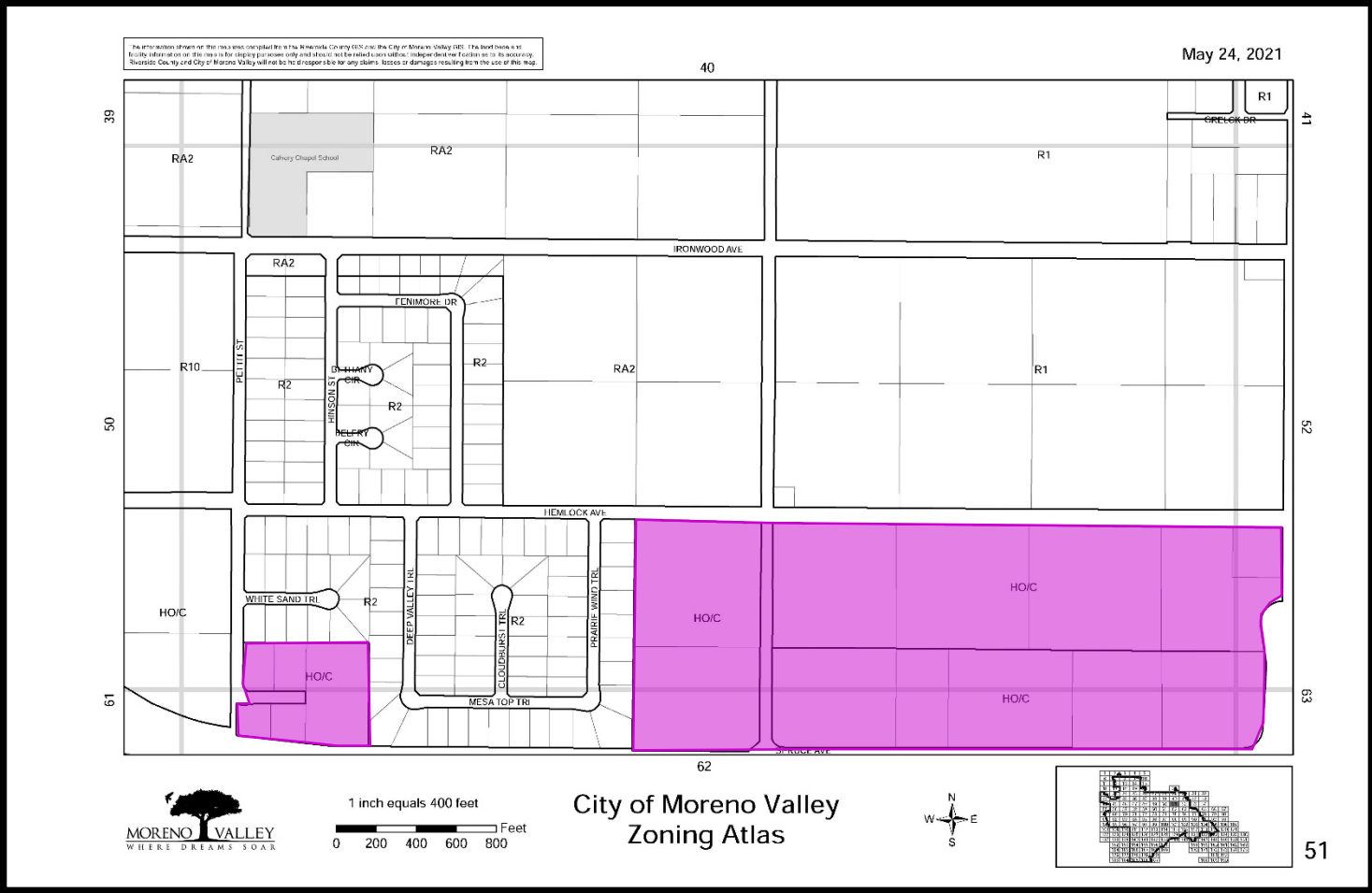


Current Zoning: SP 205 RMU
Proposed Zoning: CEMU SP 205 RMU

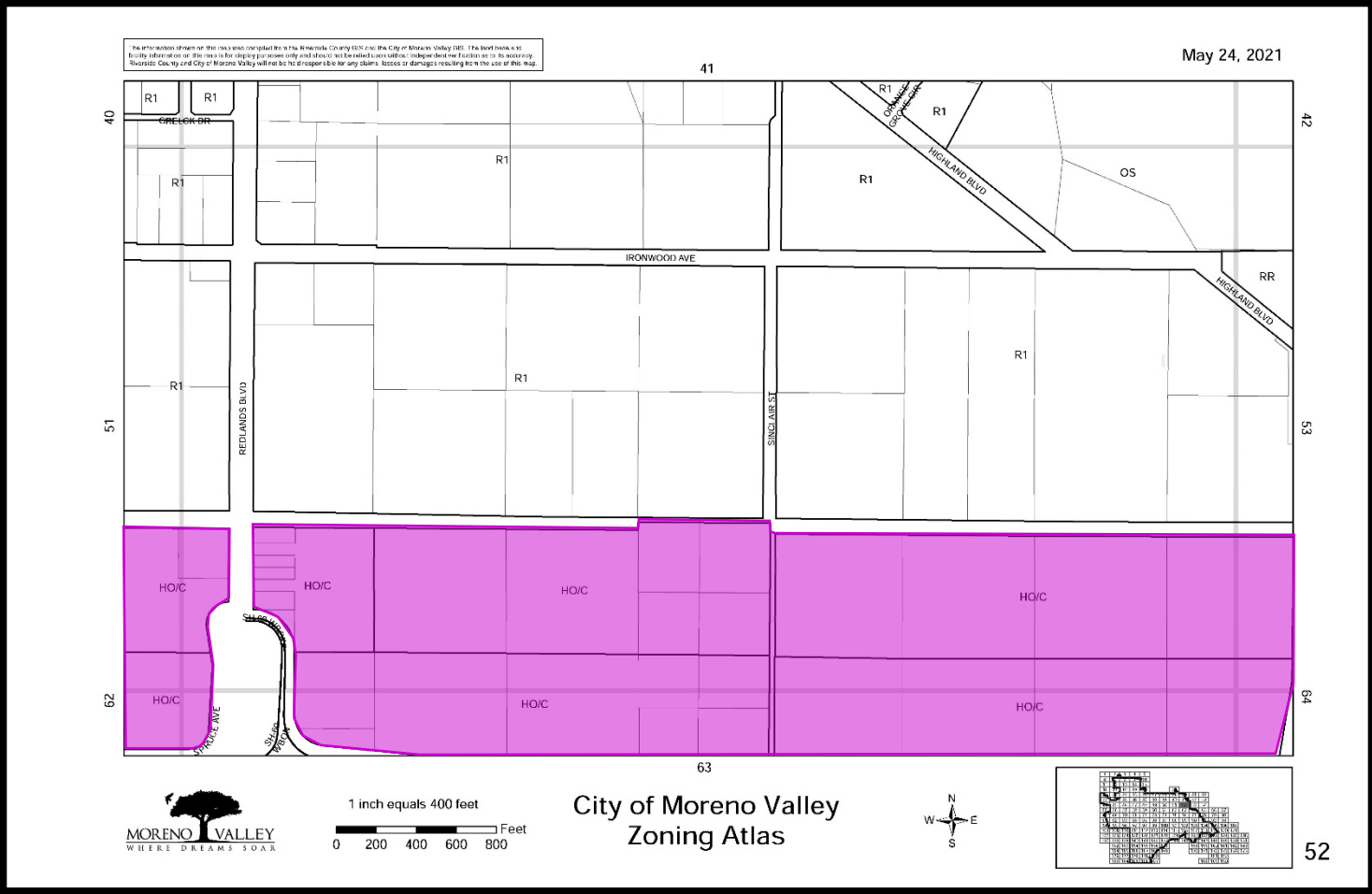


Current Zoning: R2 & RA2
Proposed Zoning: R10

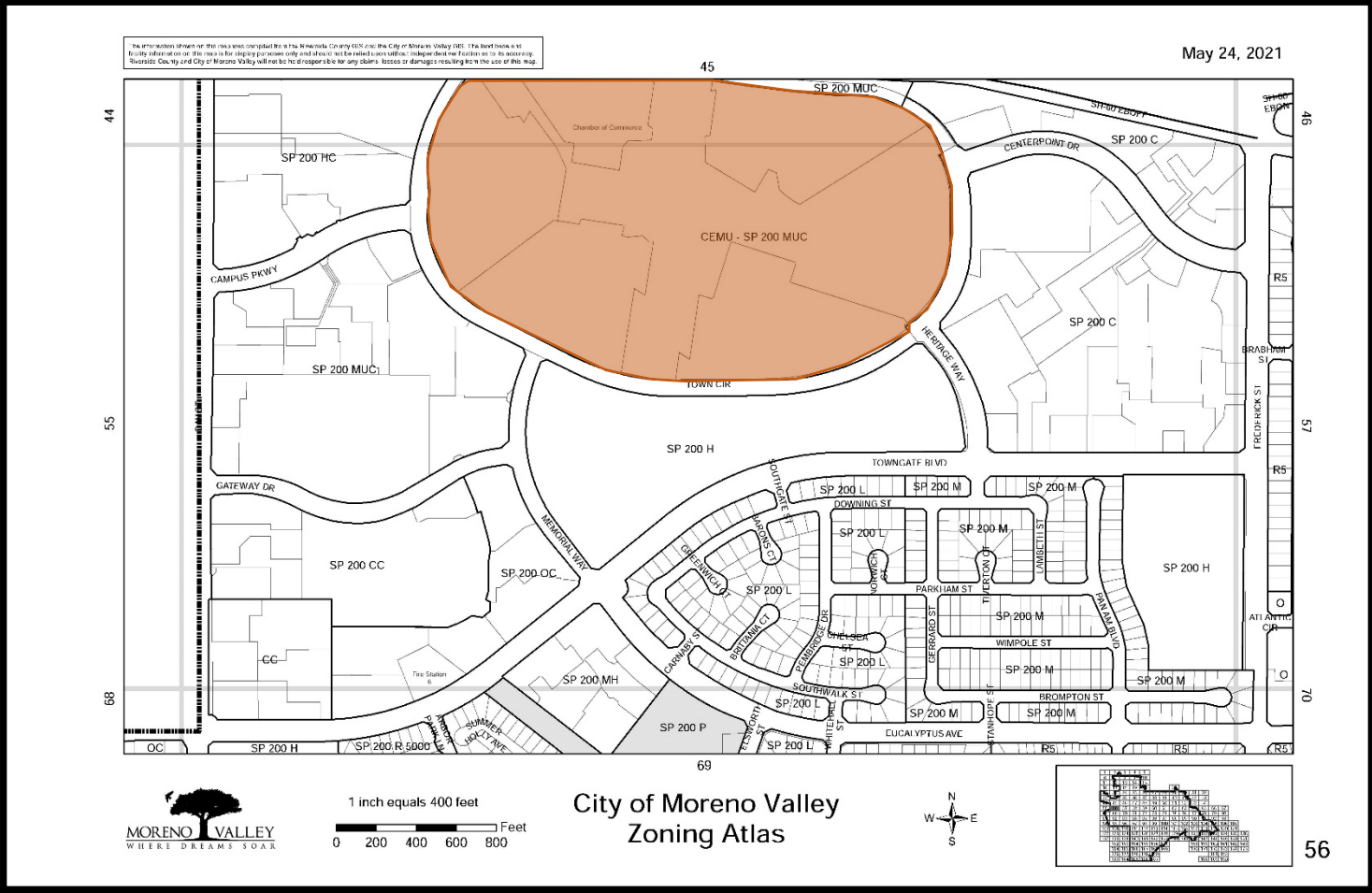
Current Zoning: OC
Proposed Zoning: HO/C



Current Zoning: R1, R2, RA2 & O
Proposed Zoning: HO/C

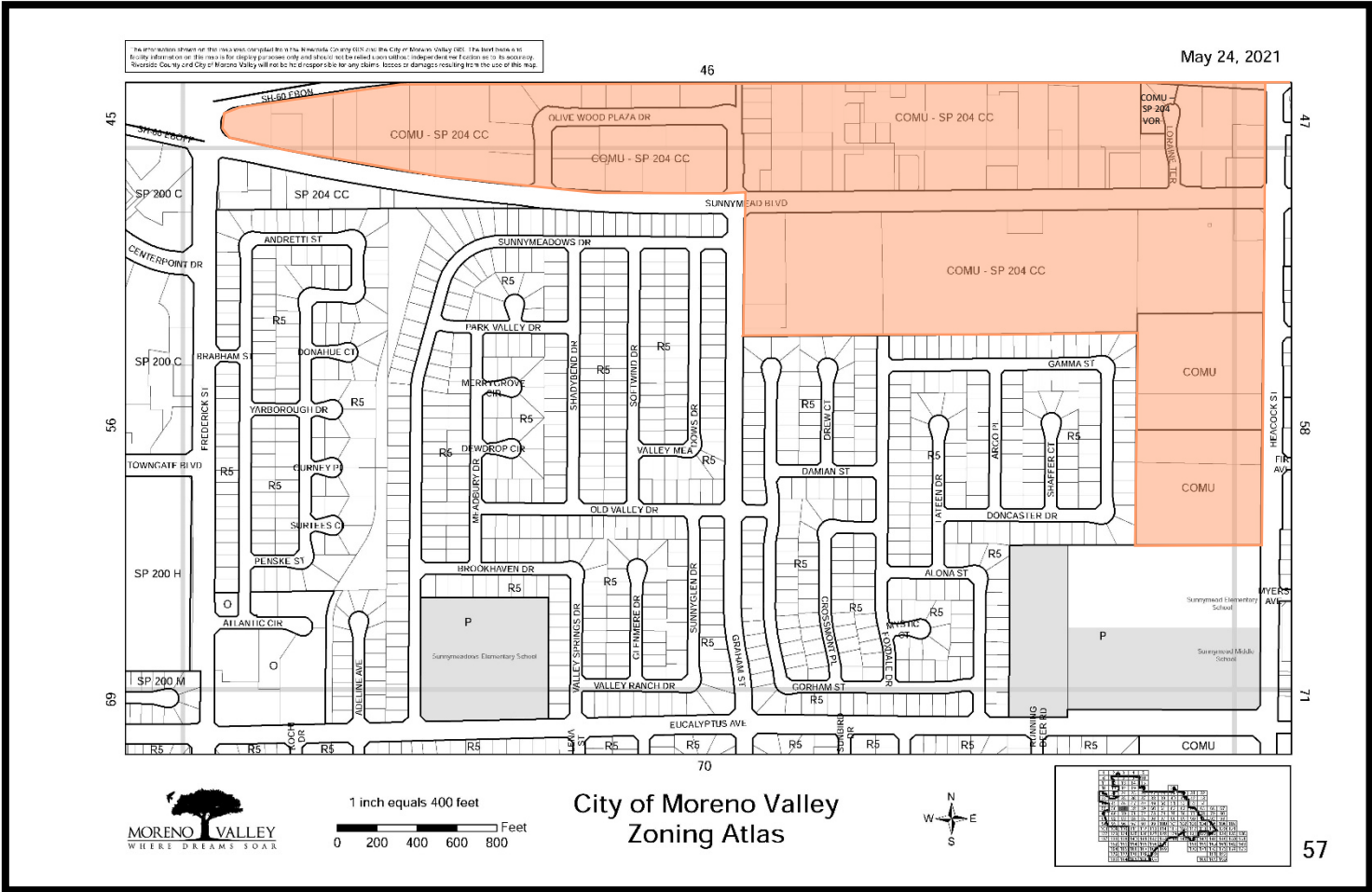


Current Zoning: R1 & O
Proposed Zoning: HO/C

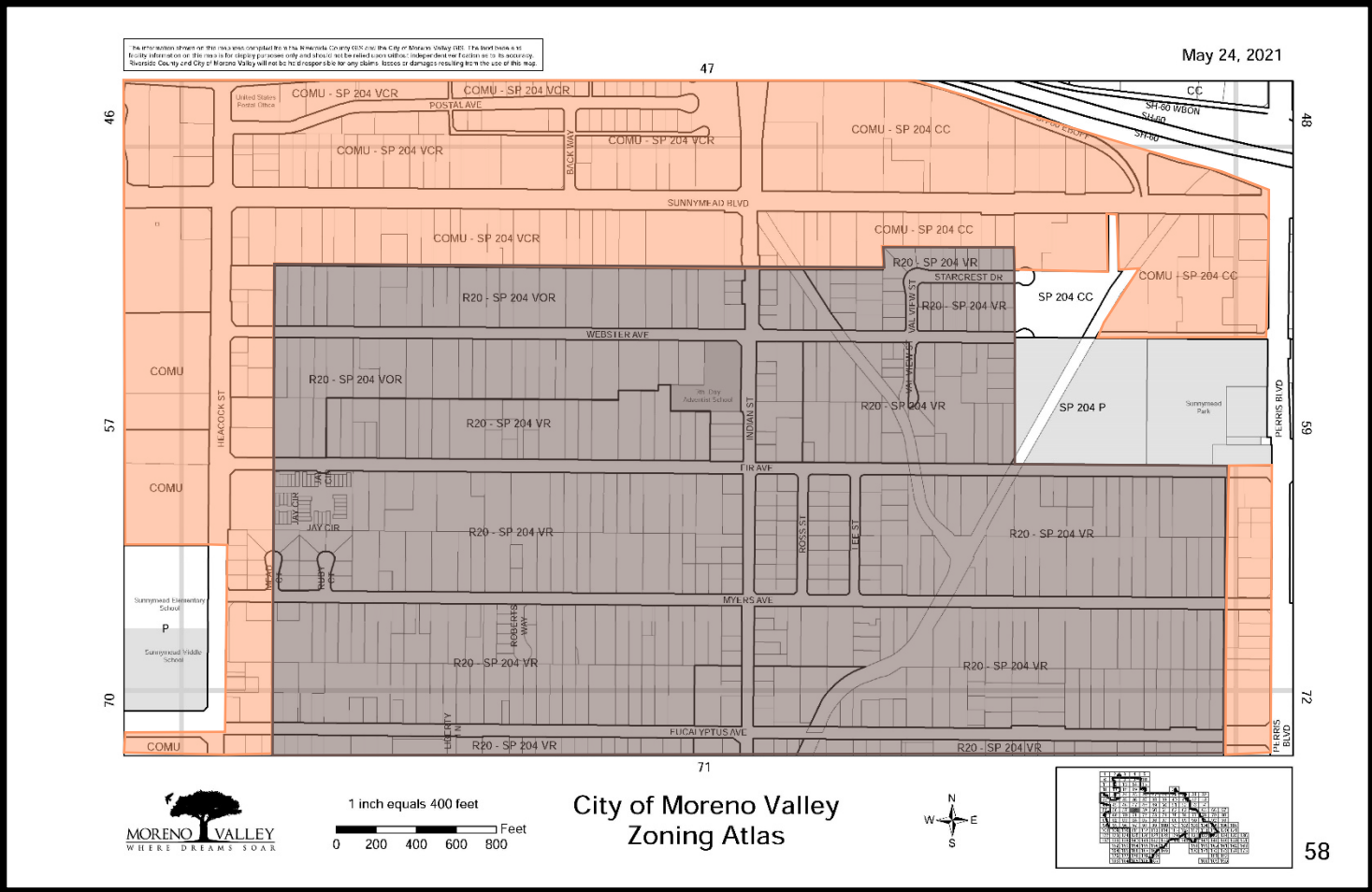


Attachment: Exhibit D Zoning Atlas Pages for Ordinance (5469 : SECOND READING AND

Current Zoning: SP 200 MUC
 Proposed Zoning: CEMU SP 200 MUC



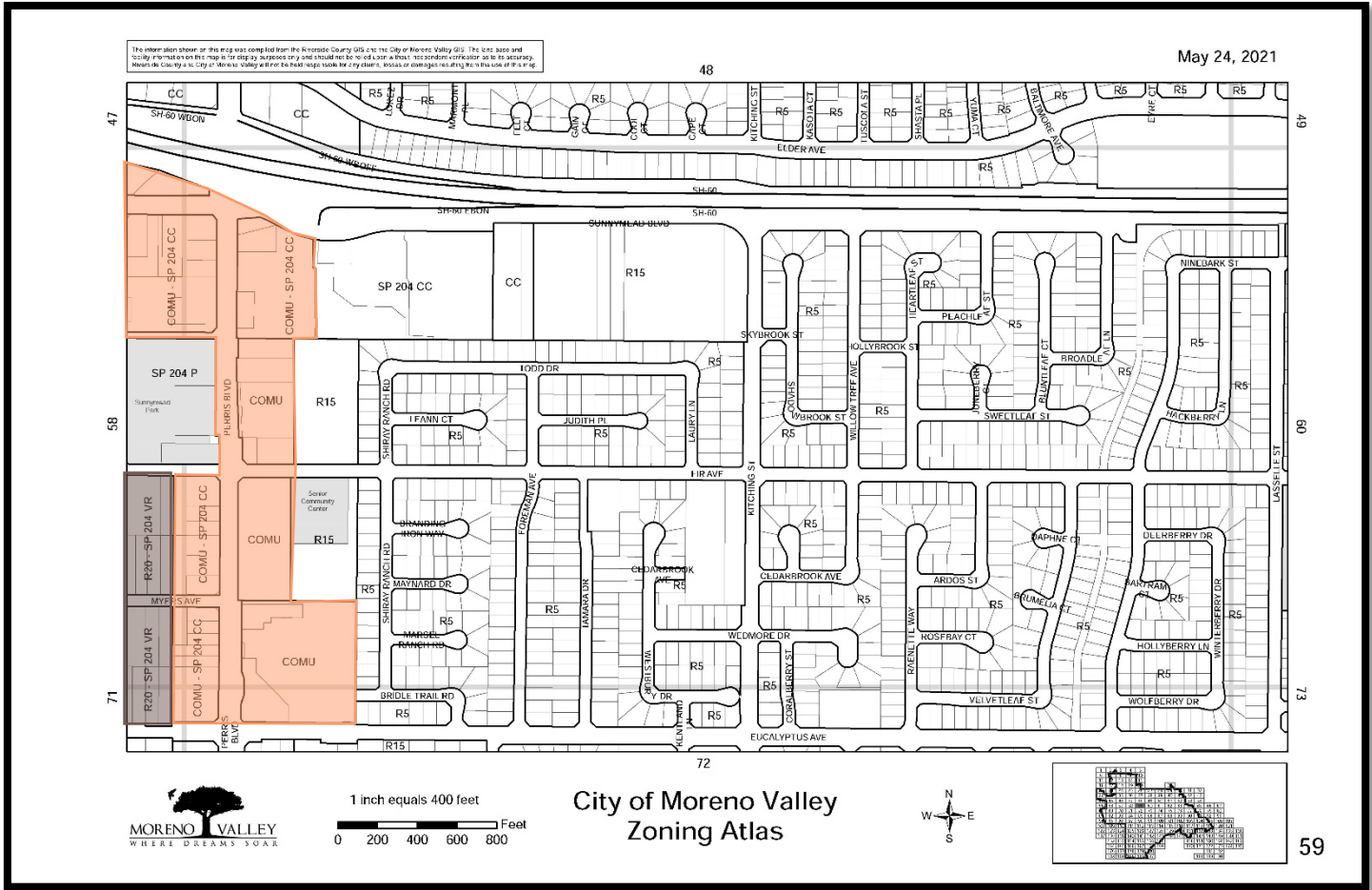
Attachment: Exhibit D Zoning Atlas Pages for Ordinance (5469) : SECOND READING AND



Current Zoning: SP 204 CC, VCR & VOR
 Proposed Zoning: COMU- SP 204 CC, VCR & VOR

Current Zoning: CC & O
 Proposed Zoning: COMU

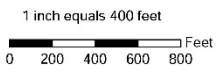
Current Zoning: SP 204 VR
 Proposed Zoning: R20 - SP 204 VR



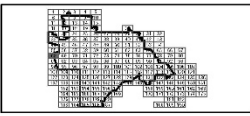
Attachment: Exhibit D Zoning Atlas Pages for Ordinance (5469) : SECOND READING AND

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The information is for informational purposes only and does not constitute a warranty. Neither Riverside County nor the City of Moreno Valley will be held responsible for any claims, losses or damages resulting from the use of this map.

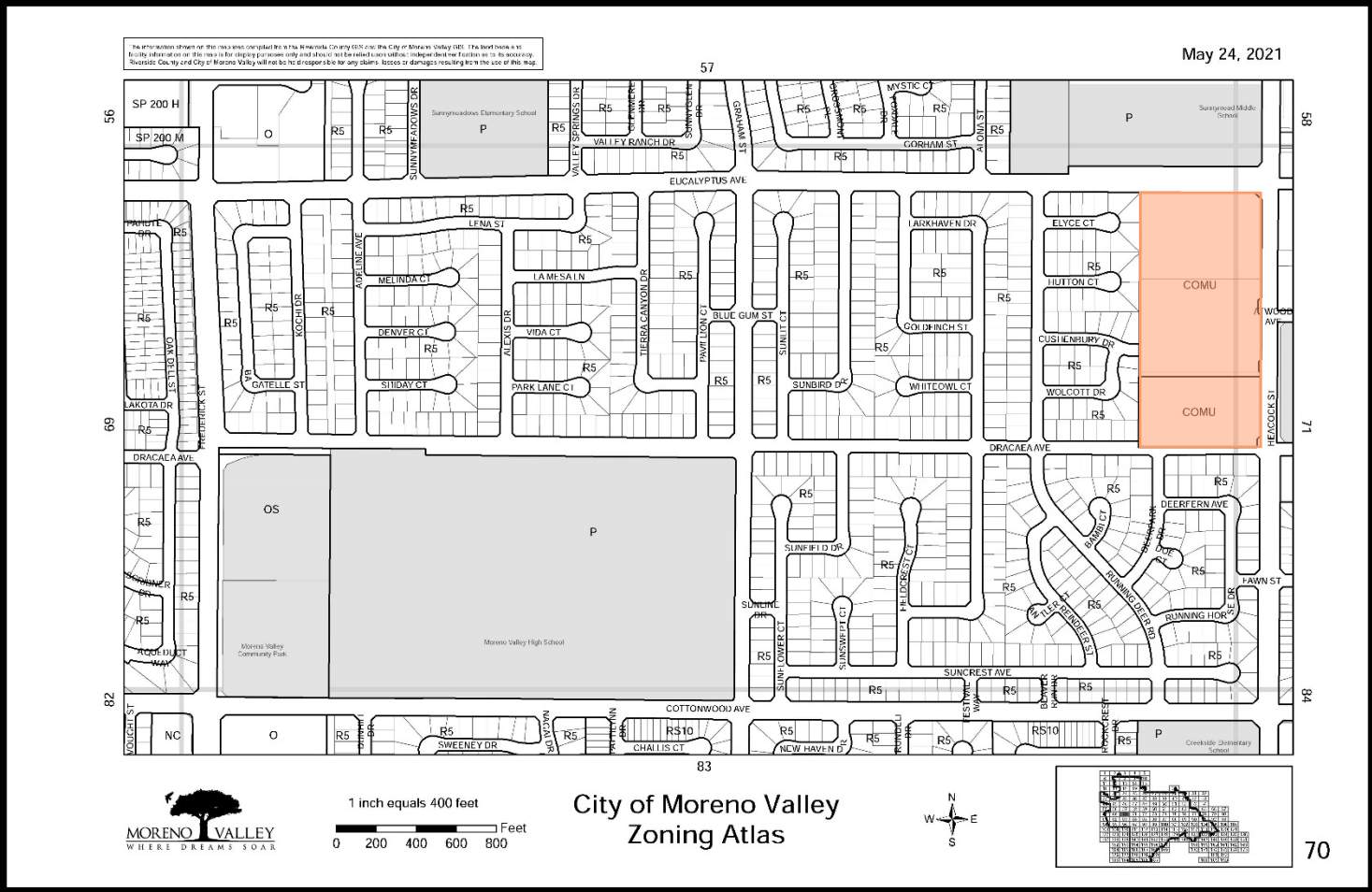
May 24, 2021



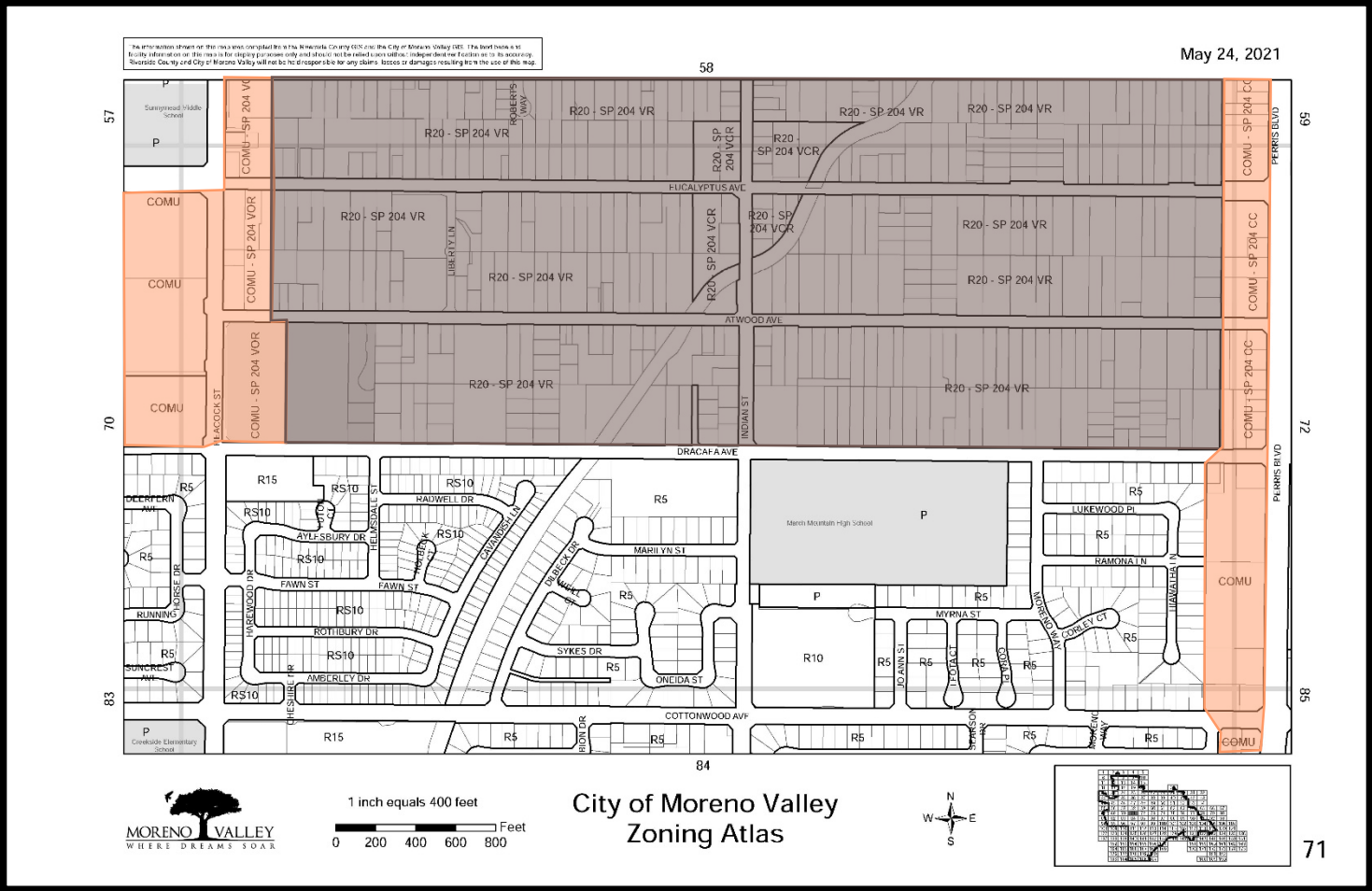
City of Moreno Valley
Zoning Atlas



Current Zoning: OC, R5, R10 & R15
Proposed Zoning: R3



Current Zoning: R20
 Proposed Zoning: COMU



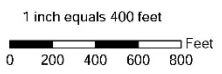
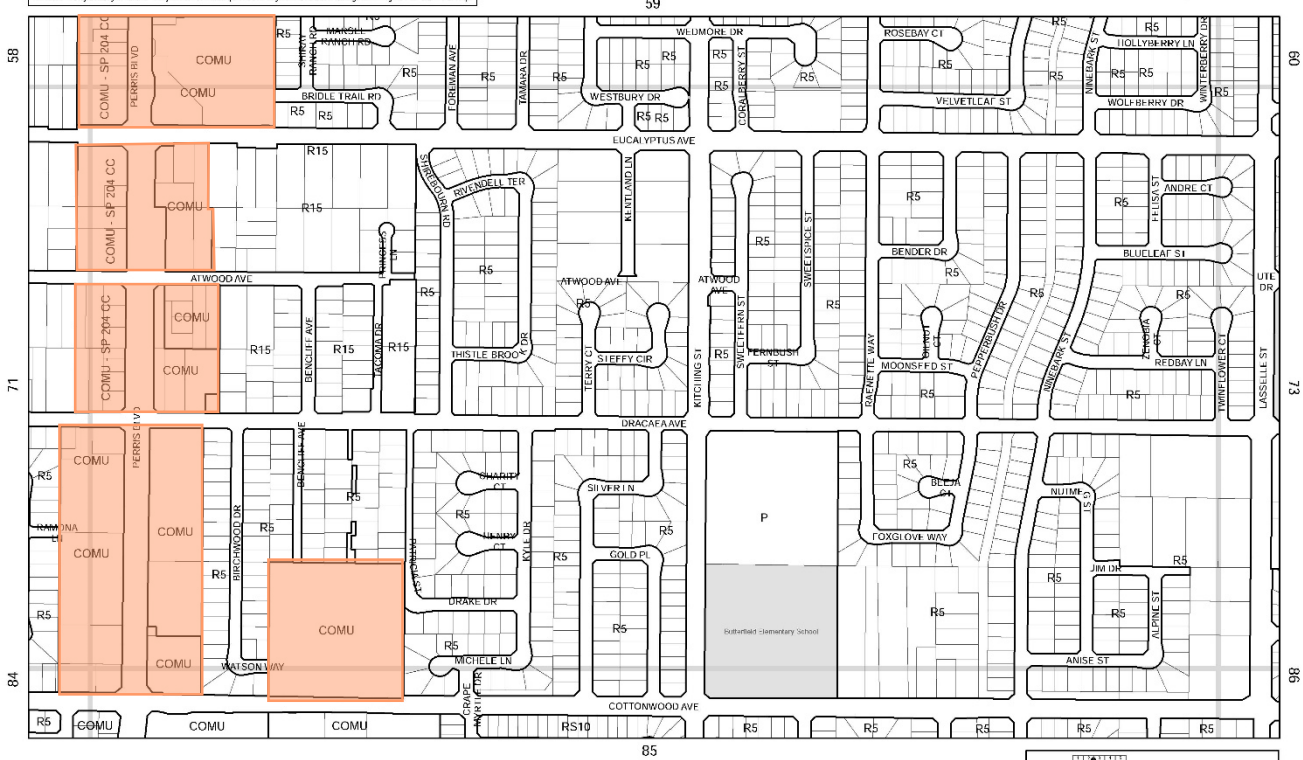
Current Zoning: SP 204 CC & VOR
 Proposed Zoning: COMU- SP 204 CC & VOR

Current Zoning: R20 & CC
 Proposed Zoning: COMU

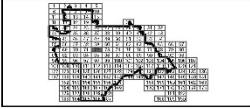
Current Zoning: SP 204 VR & VCR
 Proposed Zoning: R20 - SP 204 VR & VCR

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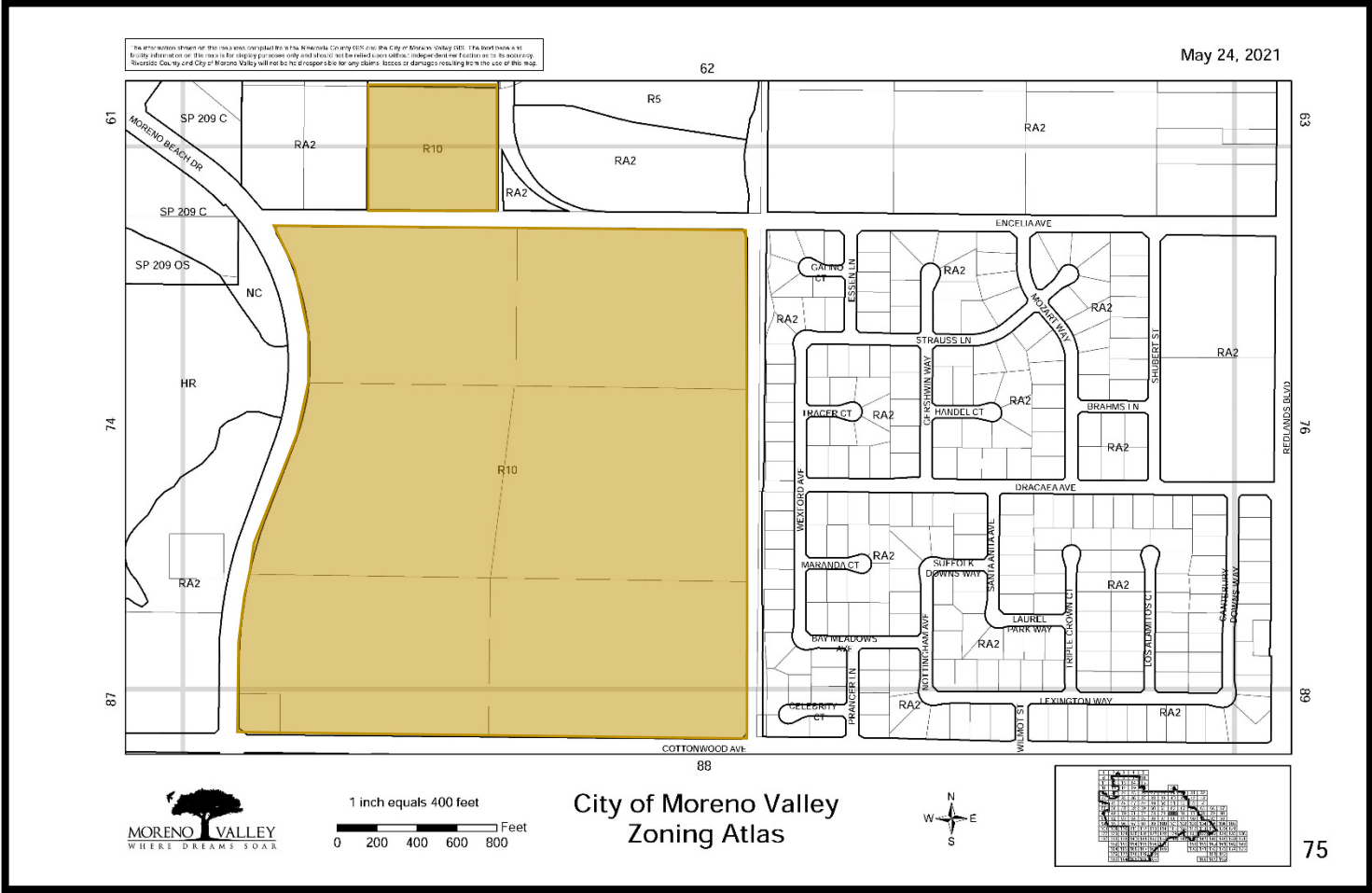
May 24, 2021



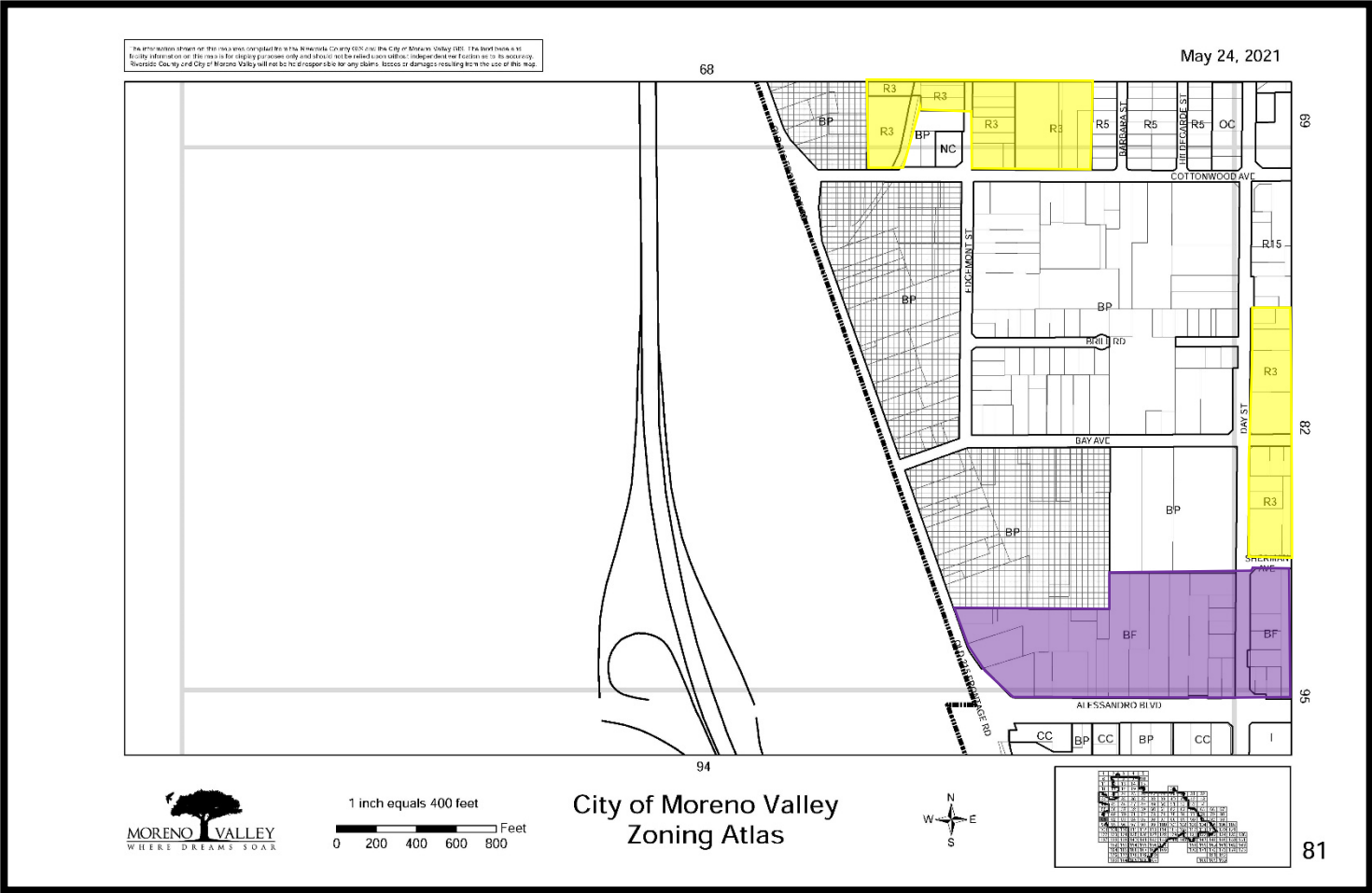
City of Moreno Valley
Zoning Atlas



Current Zoning: O, OC, R10 & CC	[Orange Box]
Proposed Zoning: COMU	
Current Zoning: SP 204 CC	[Orange Box]
Proposed Zoning: COMU – SP 204 CC	

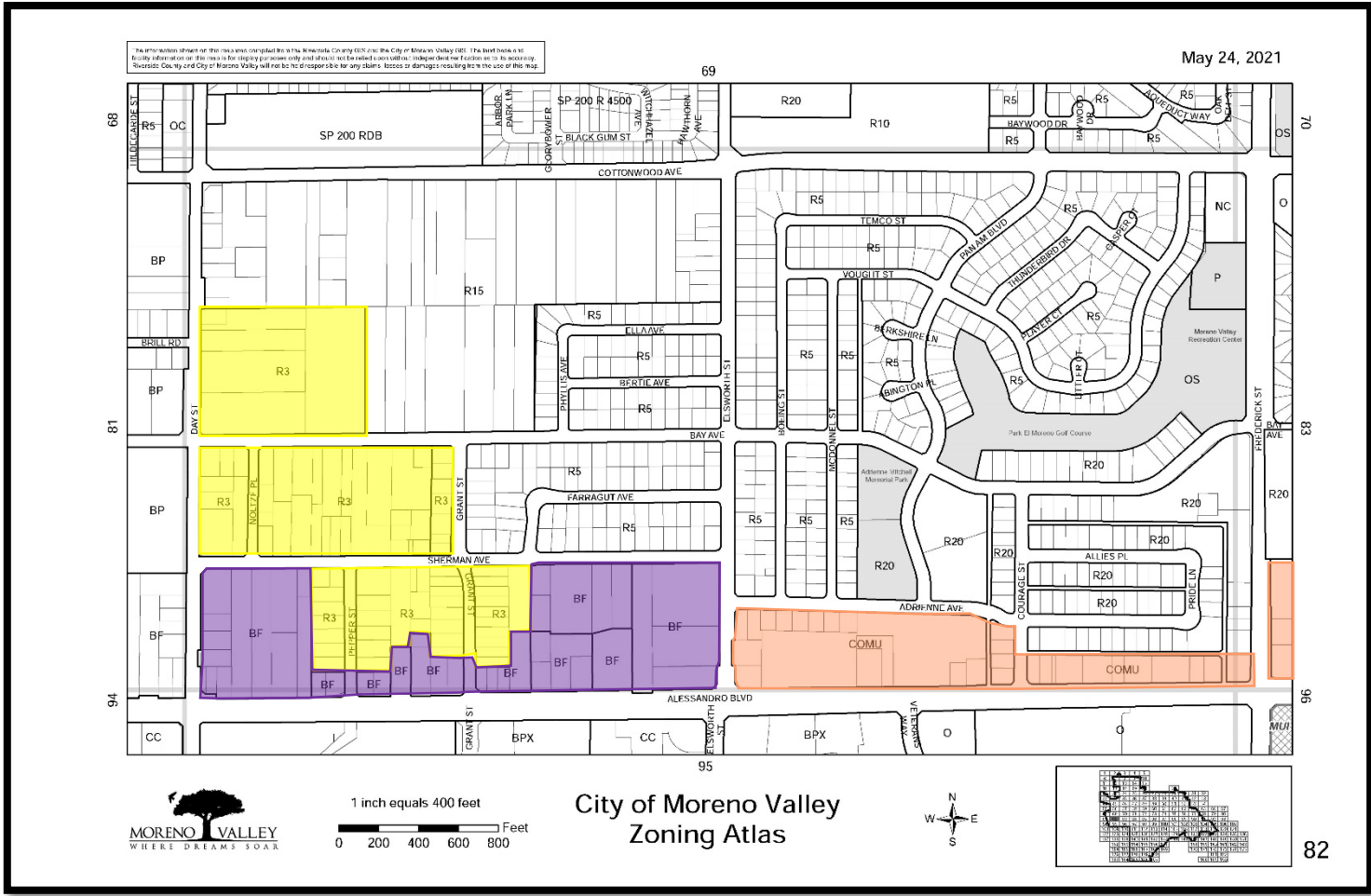


Current Zoning: HR & RA2
Proposed Zoning: R10



Current Zoning: CC
Proposed Zoning: BF

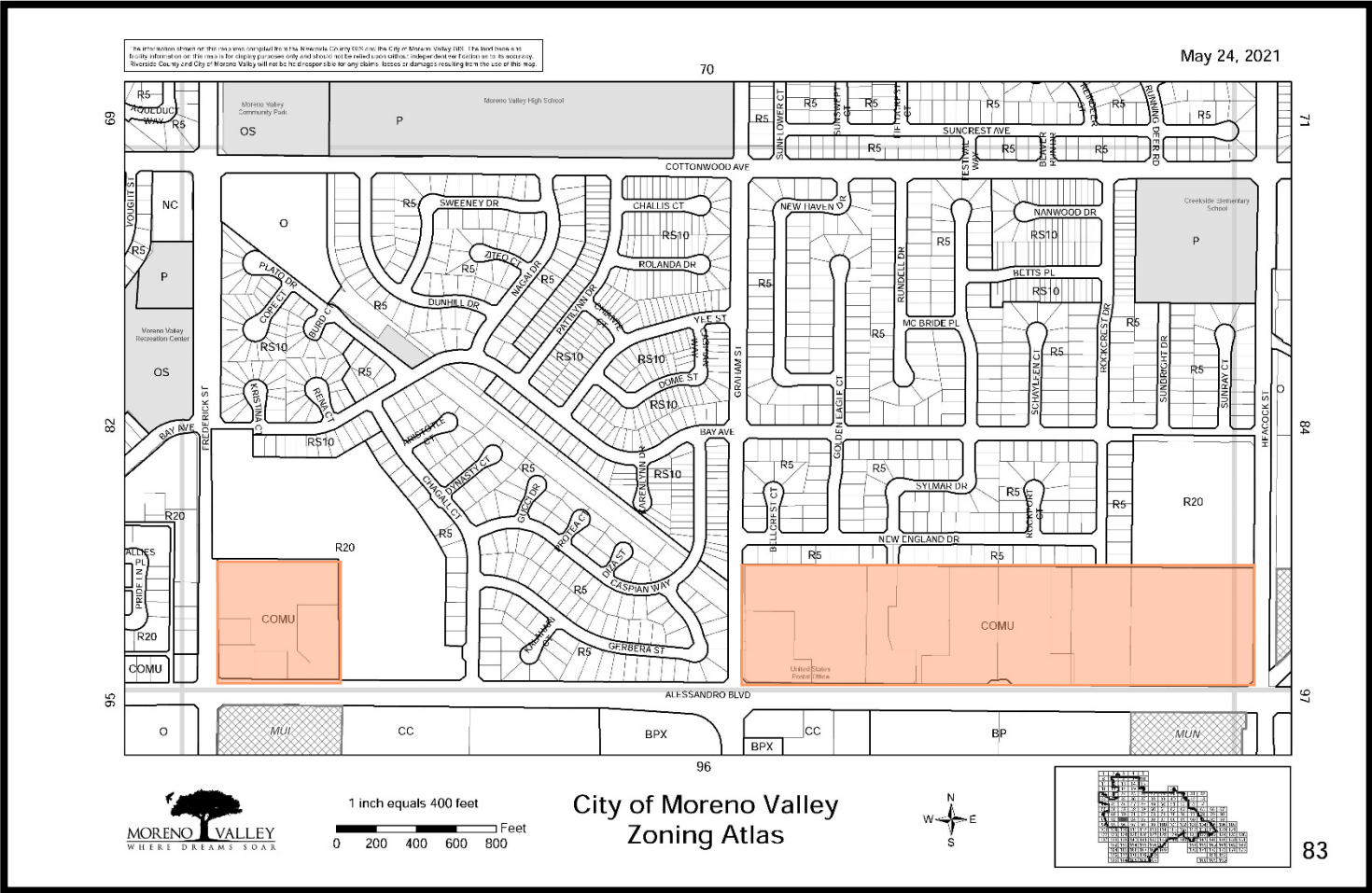
Current Zoning: R10
Proposed Zoning: R3

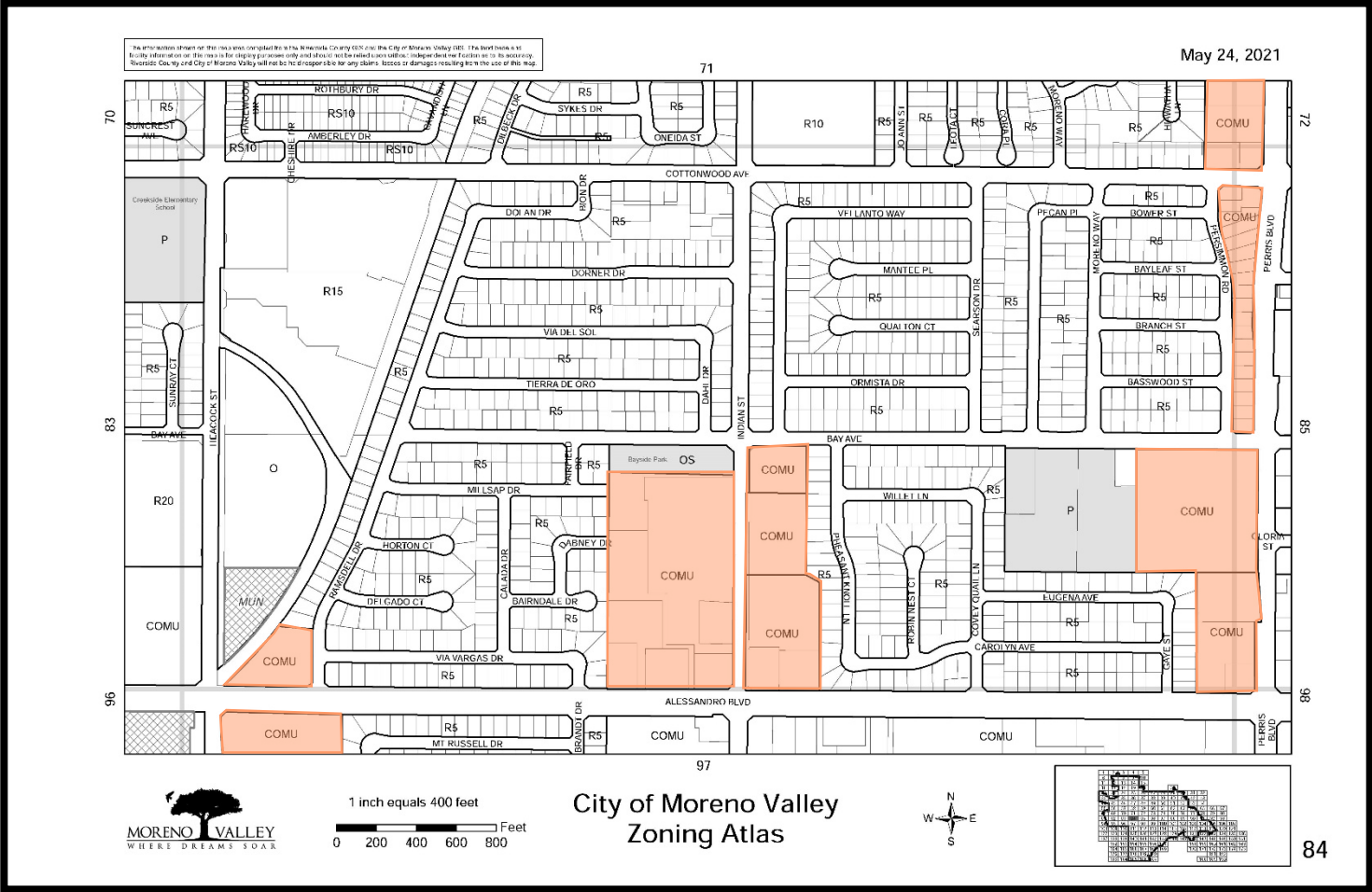


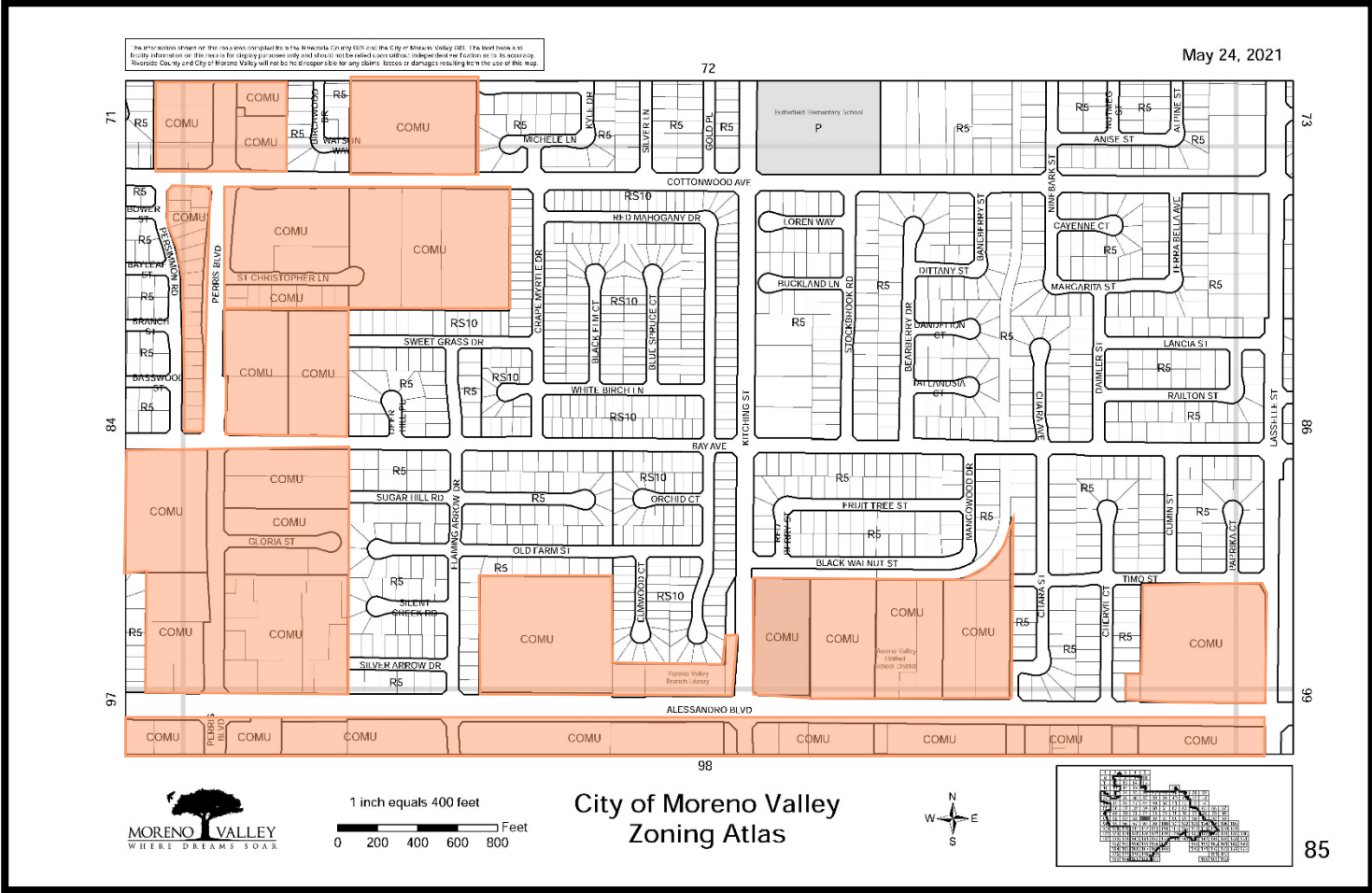
Current Zoning: CC, R30 & R10
 Proposed Zoning: BF

Current Zoning: R10
 Proposed Zoning: R3

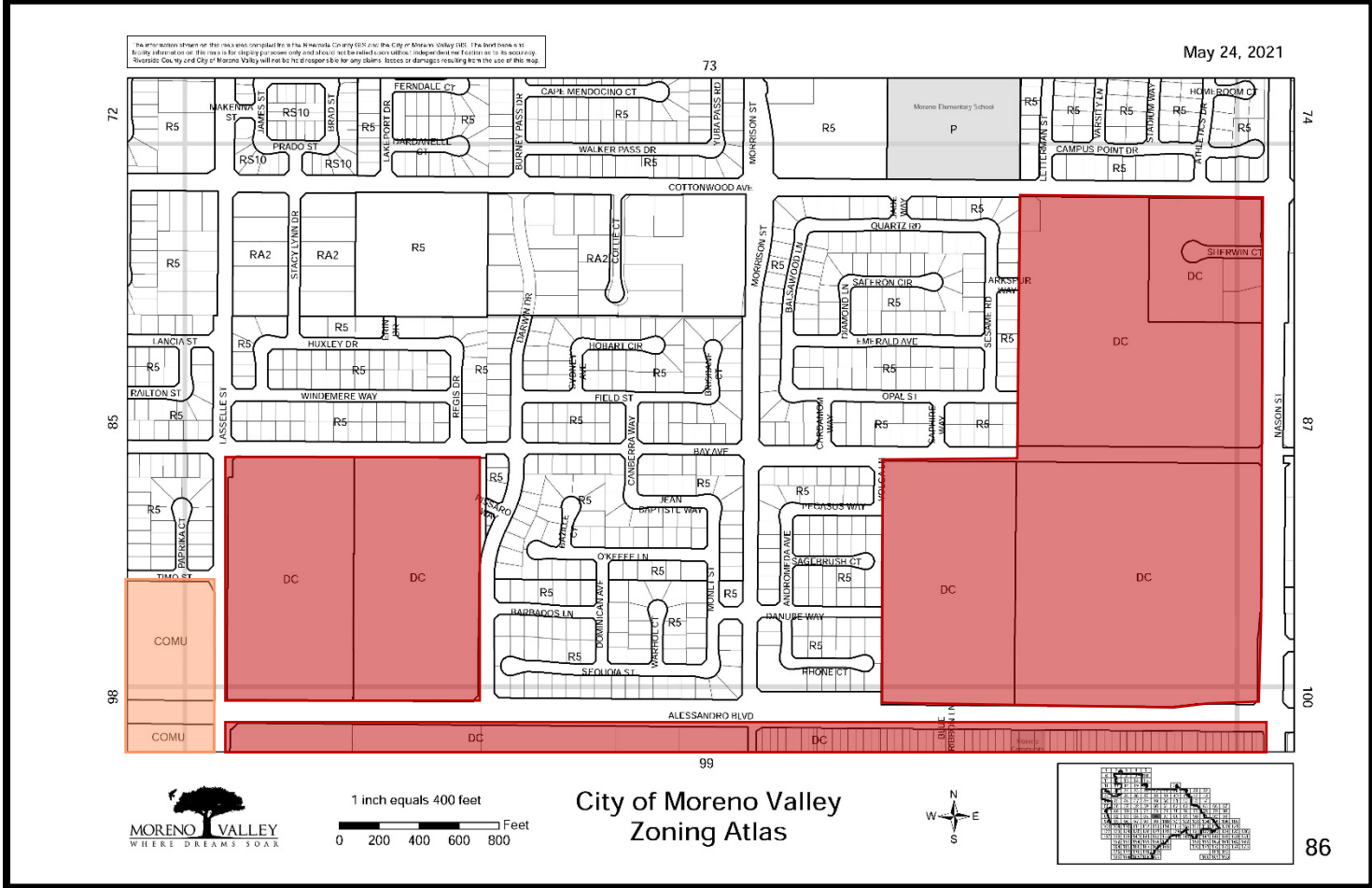
Current Zoning: CC, R30 & NC
 Proposed Zoning: COMU





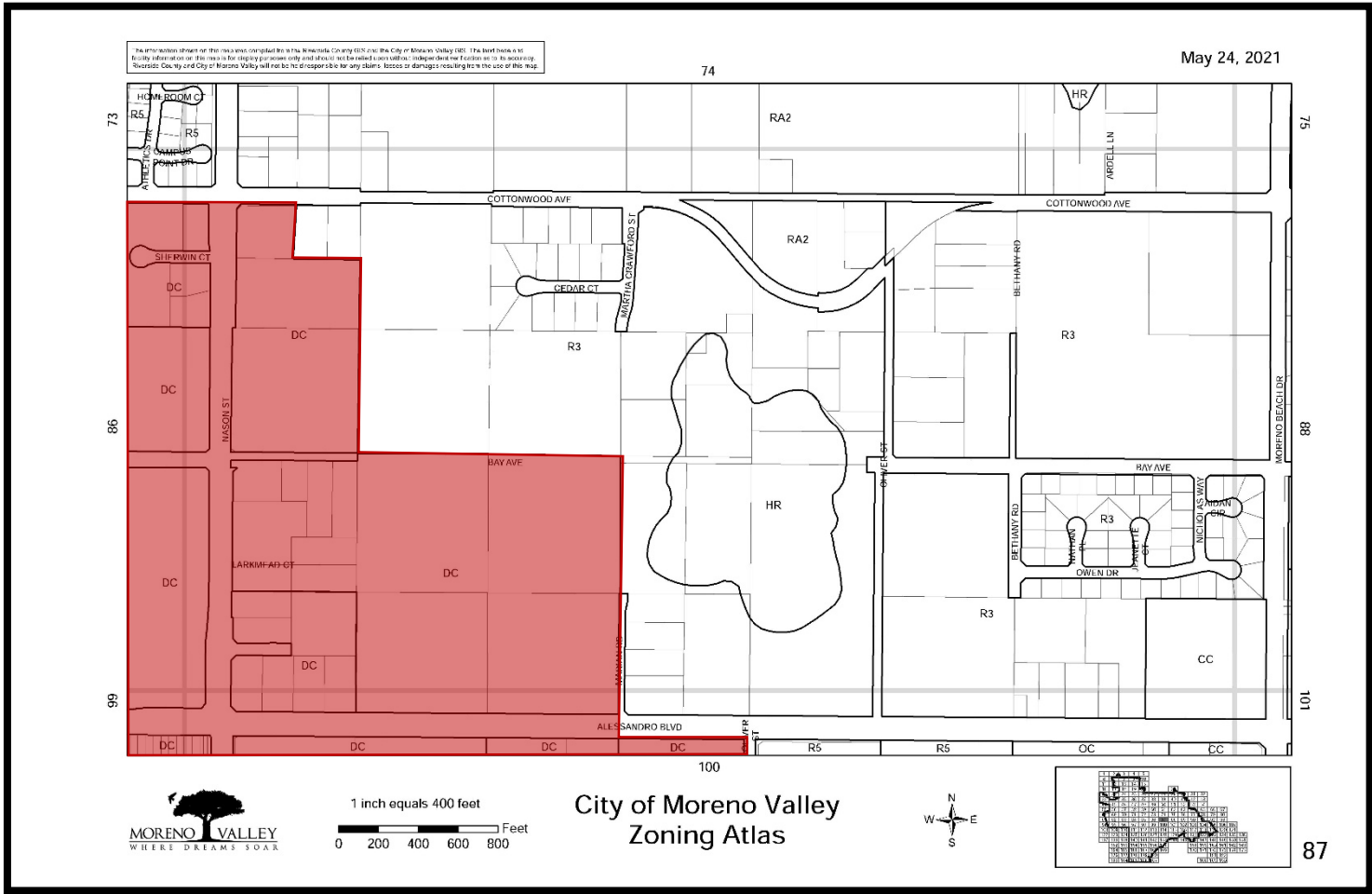


Current Zoning: R5, R10, R15, OC, O, CC & NC
 Proposed Zoning: COMU

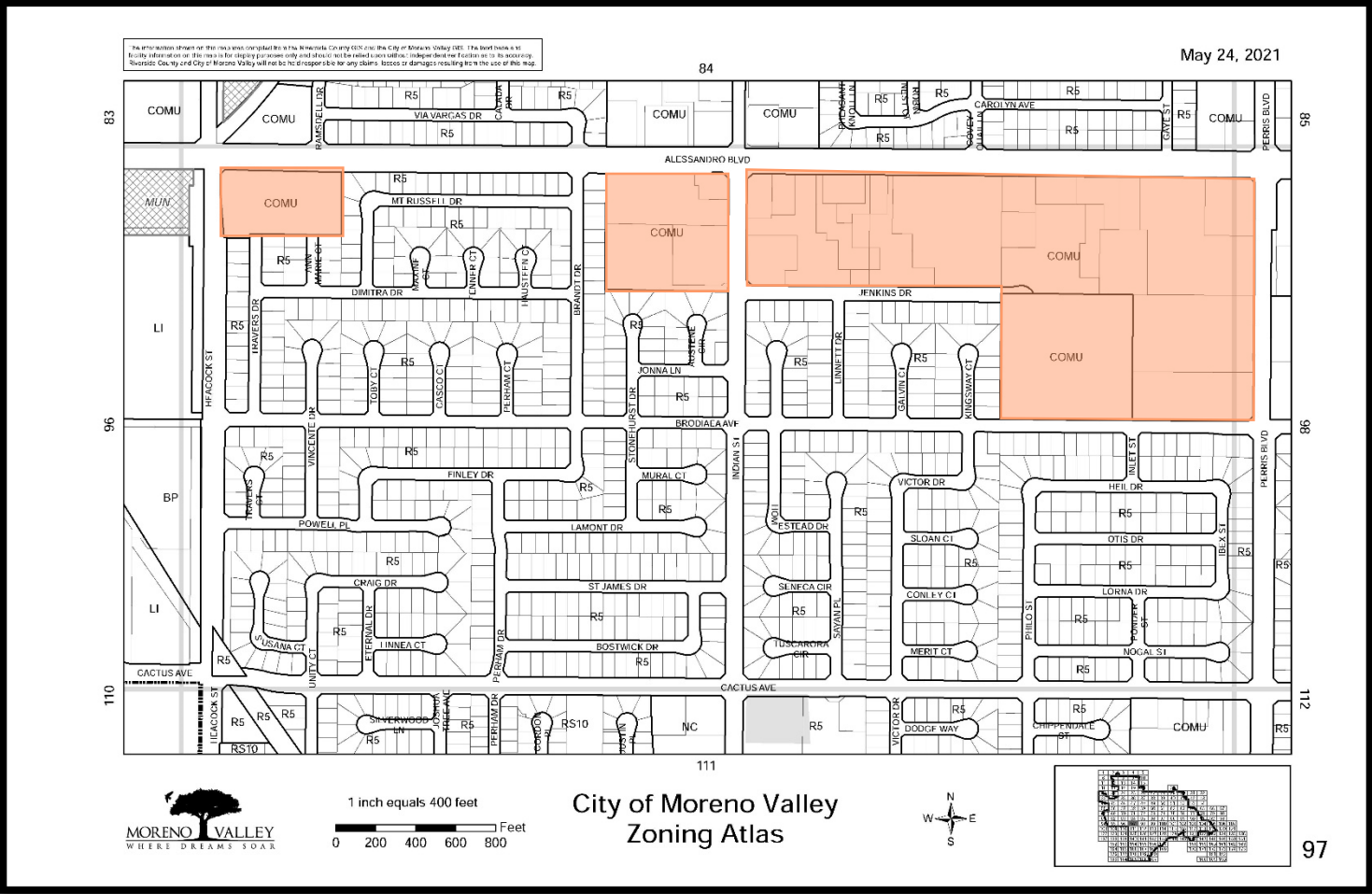


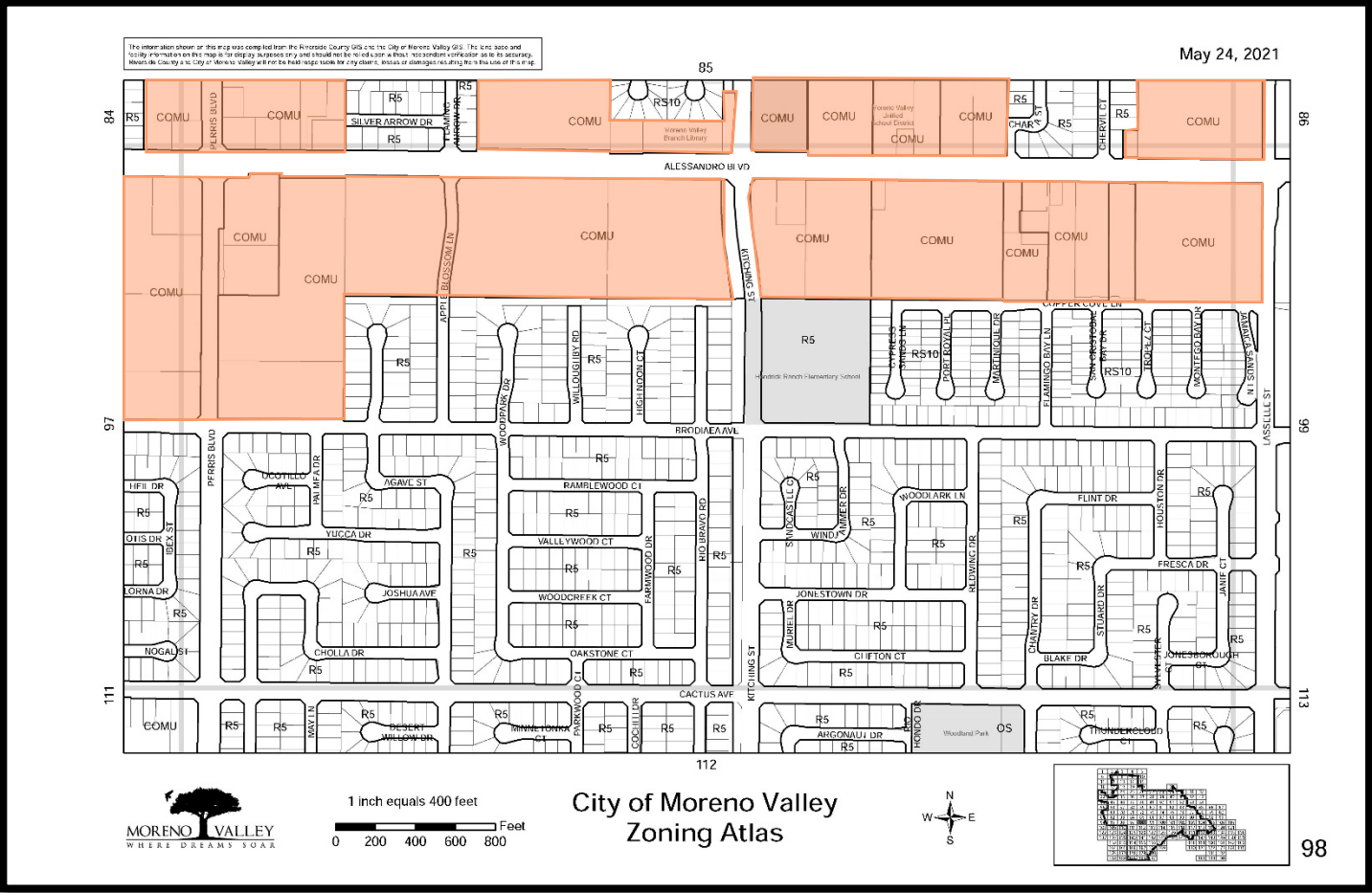
Current Zoning: NC
 Proposed Zoning: COMU

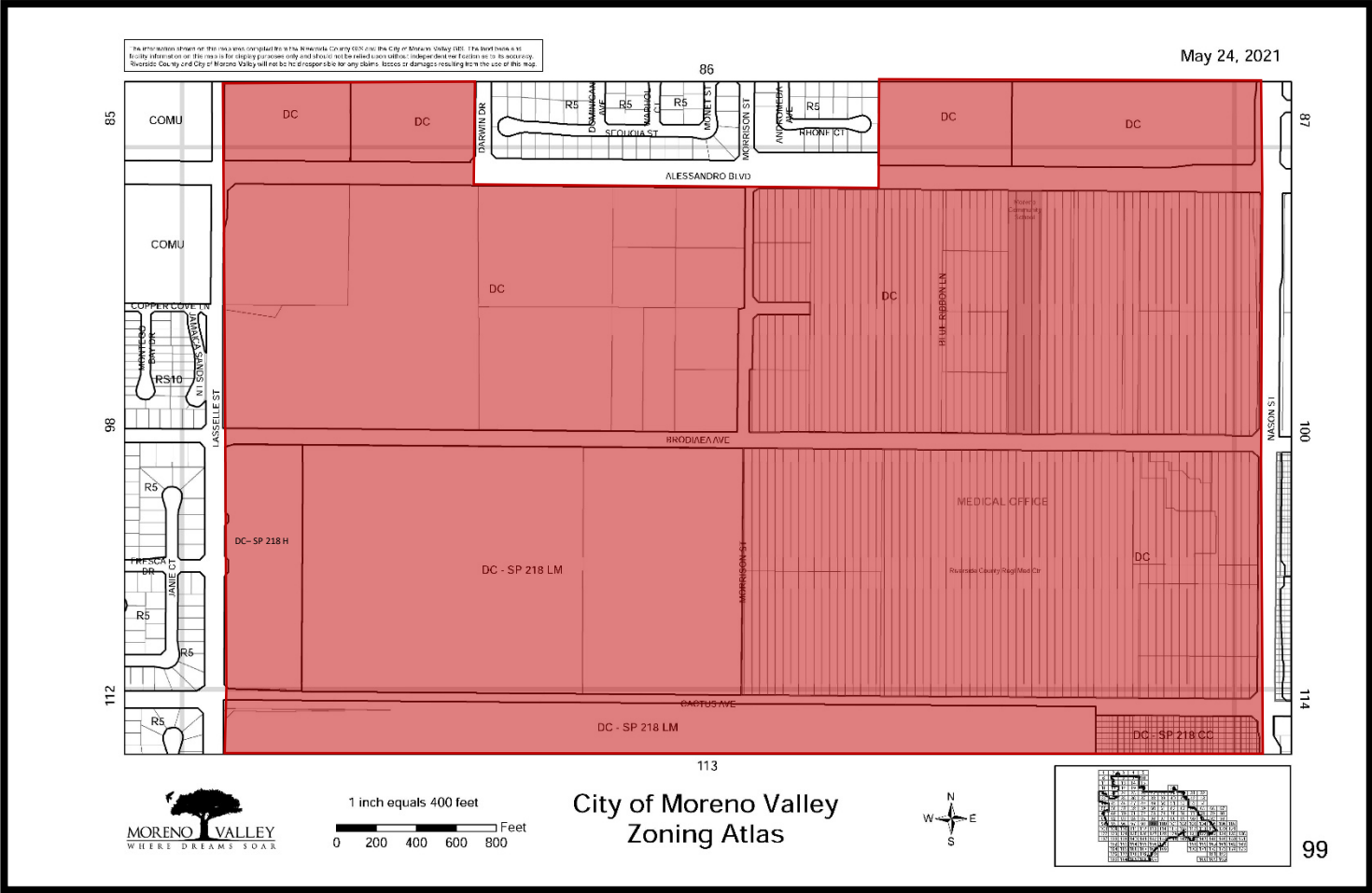
Current Zoning: CC, OC, O, R30, R5 & P
 Proposed Zoning: DC



Attachment: Exhibit D Zoning Atlas Pages for Ordinance (5469 : SECOND READING AND

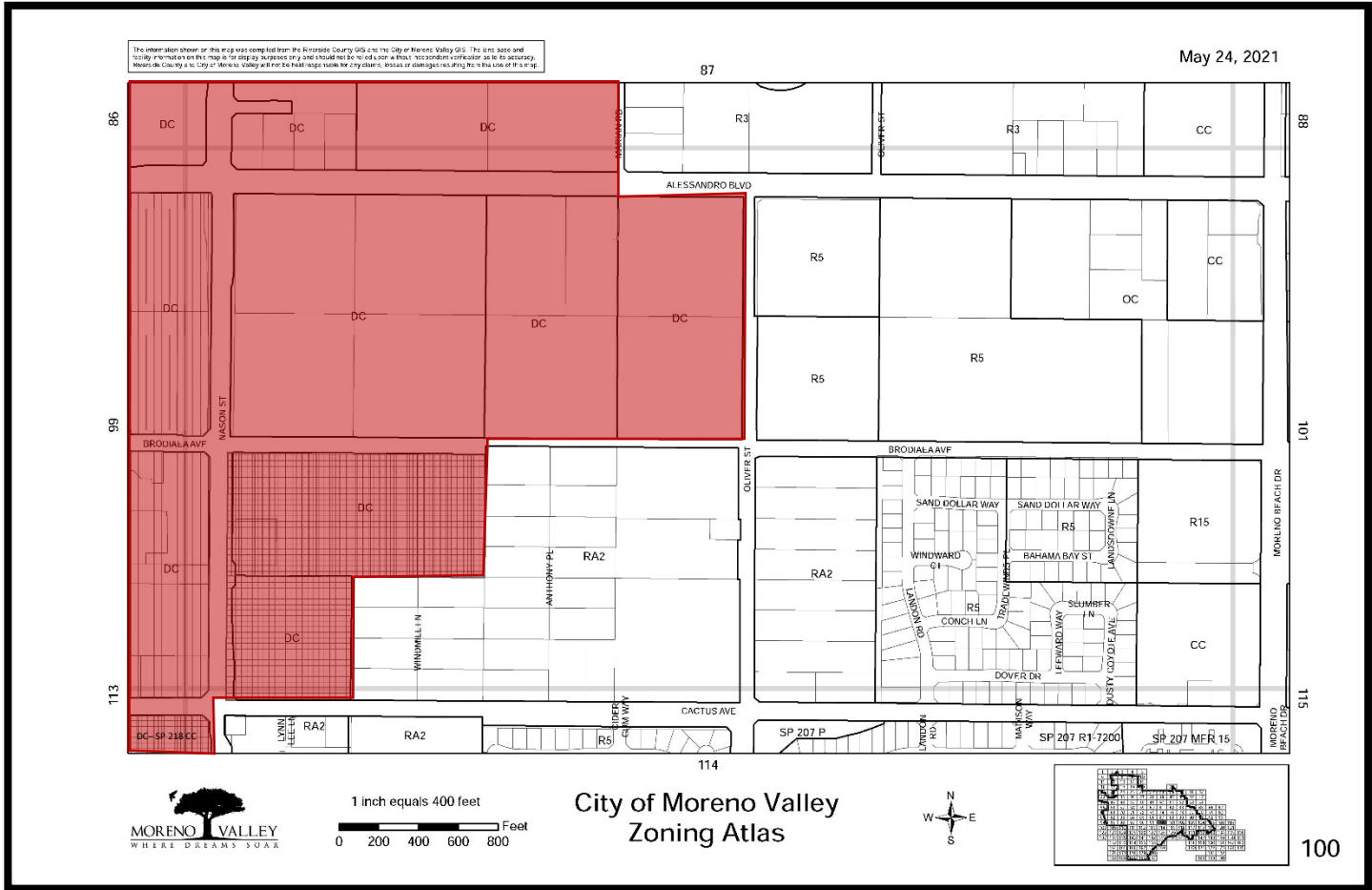






Current Zoning: NC, CC, OC, O, R30 & OS
 Proposed Zoning: DC

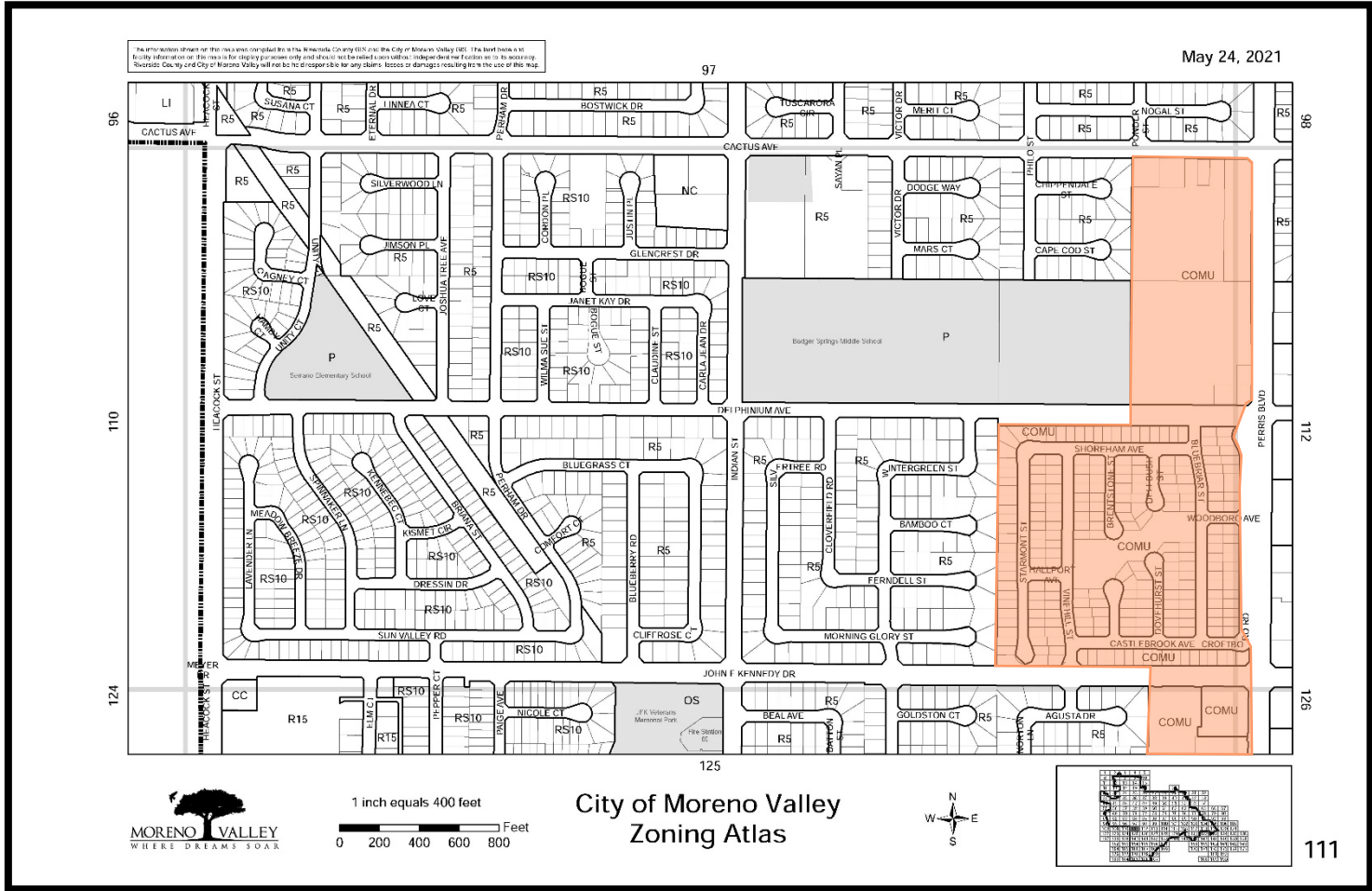
Current Zoning: SP 218 LM, H & CC
 Proposed Zoning: DC – SP 218 LM, H & CC



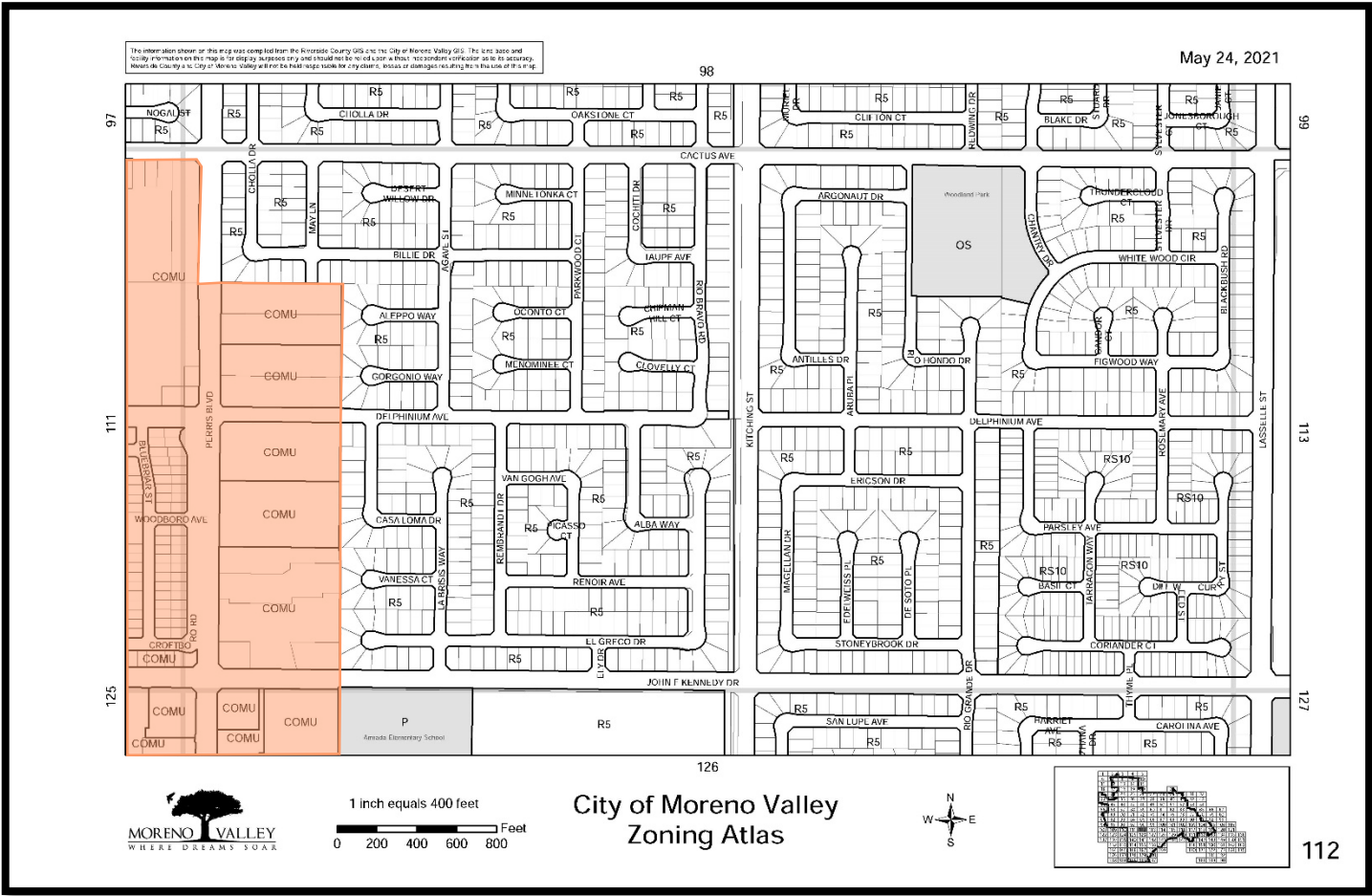
Current Zoning: NC, CC, R3, R5 & O
Proposed Zoning: DC

Current Zoning: SP 218 CC
Proposed Zoning: DC – SP 218 CC

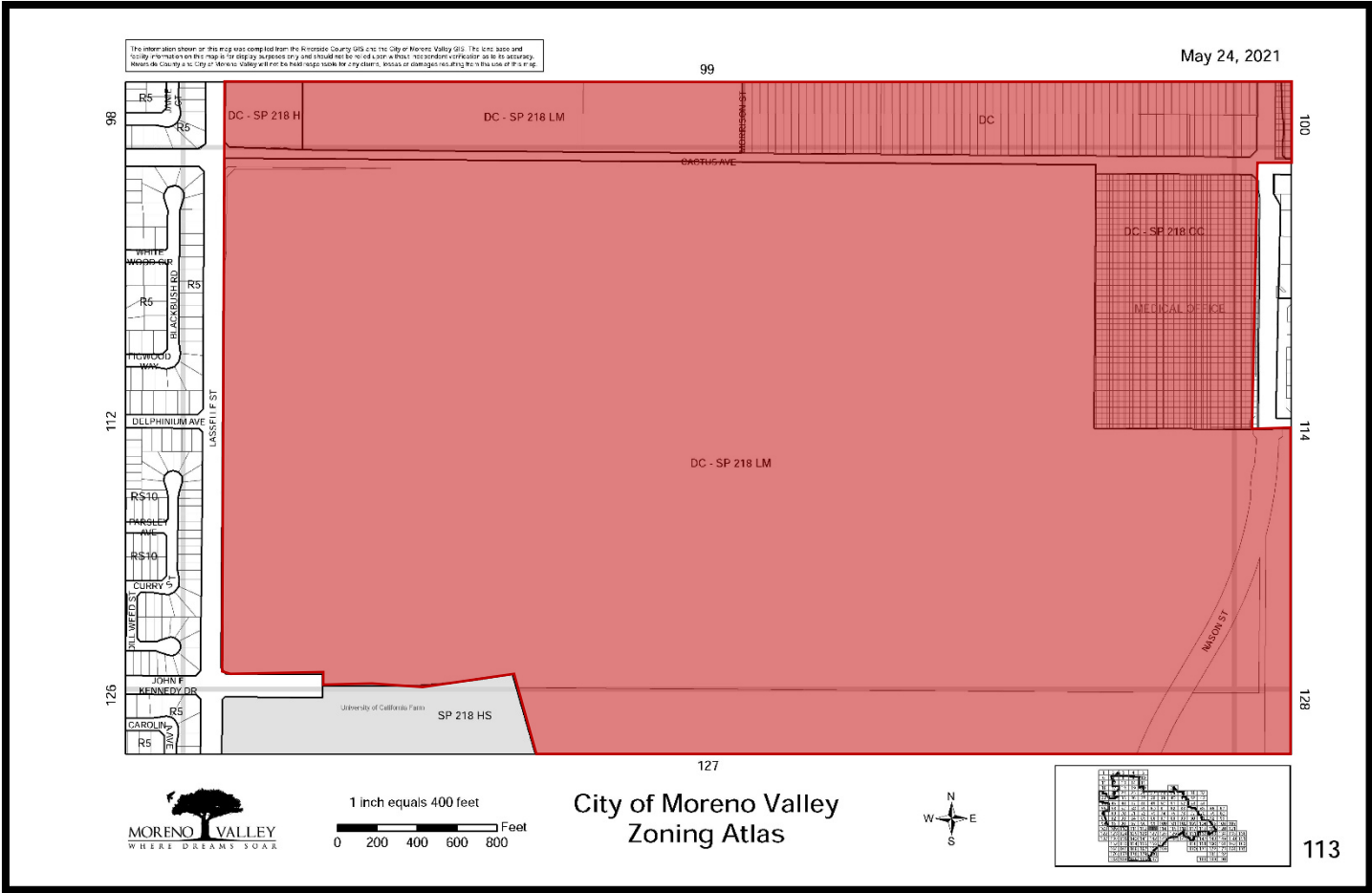
Attachment: Exhibit D Zoning Atlas Pages for Ordinance (5469 : SECOND READING AND



Current Zoning: NC, CC, R10 & RS10
 Proposed Zoning: COMU

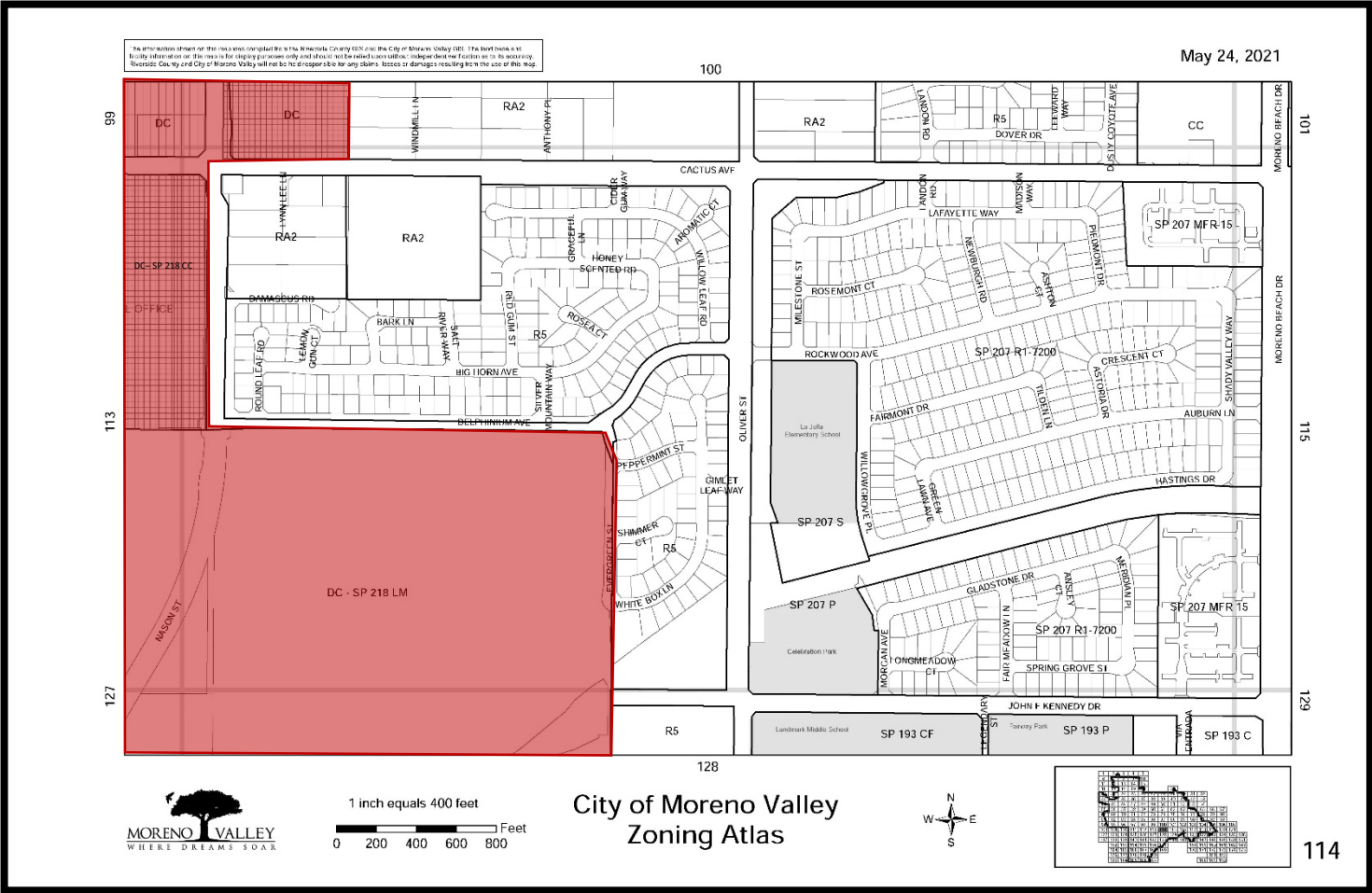


Current Zoning: NC, O, R20, R10 & RS10
Proposed Zoning: COMU



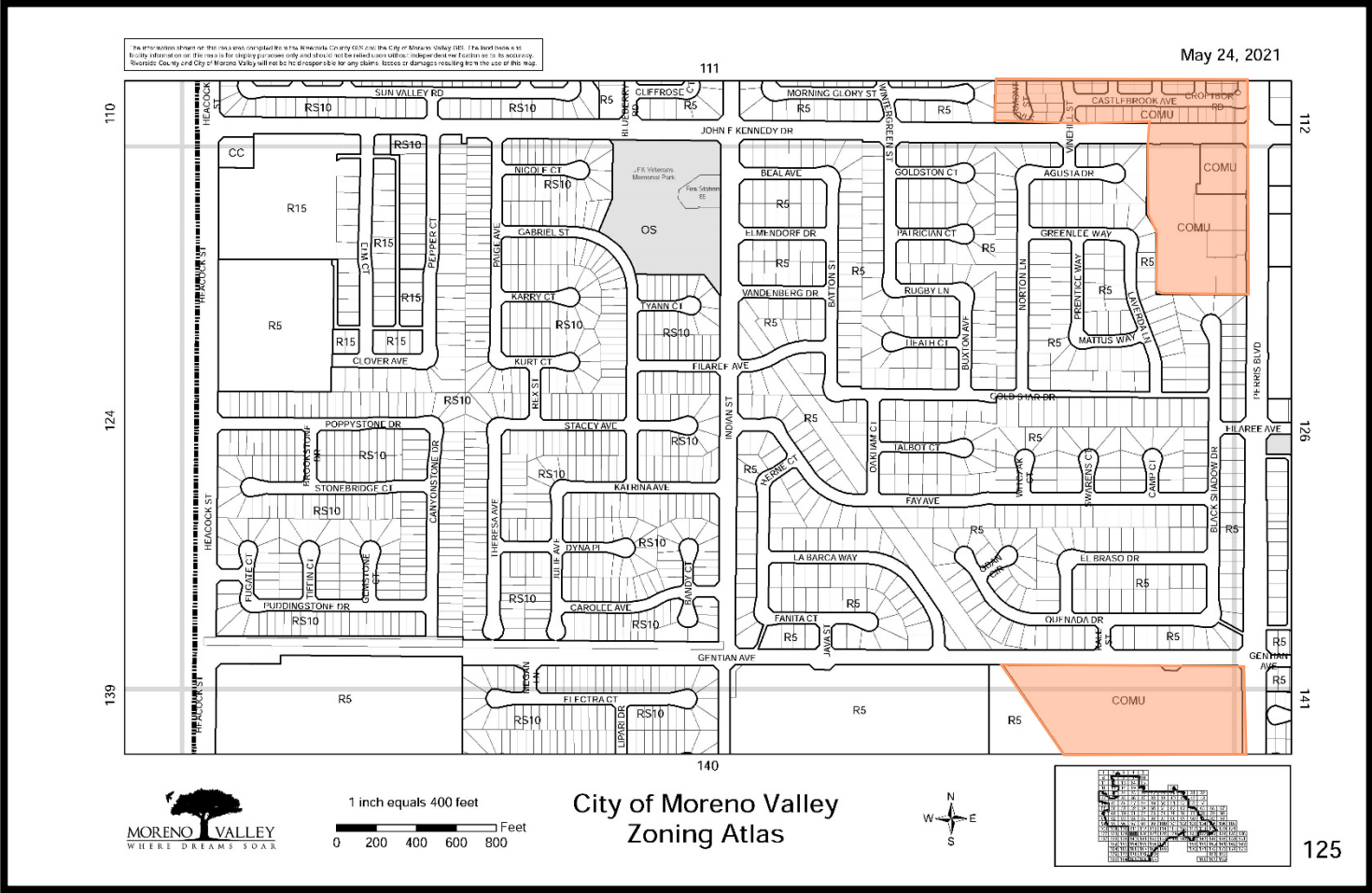
Current Zoning: CC
 Proposed Zoning: DC

Current Zoning: SP 218 CC, LM, & H
 Proposed Zoning: DC – SP 218 CC, LM & H



Current Zoning: CC & RA2
 Proposed Zoning: DC

Current Zoning: SP 218 CC & LM
 Proposed Zoning: DC – SP 218 CC & LM



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May 24, 2021

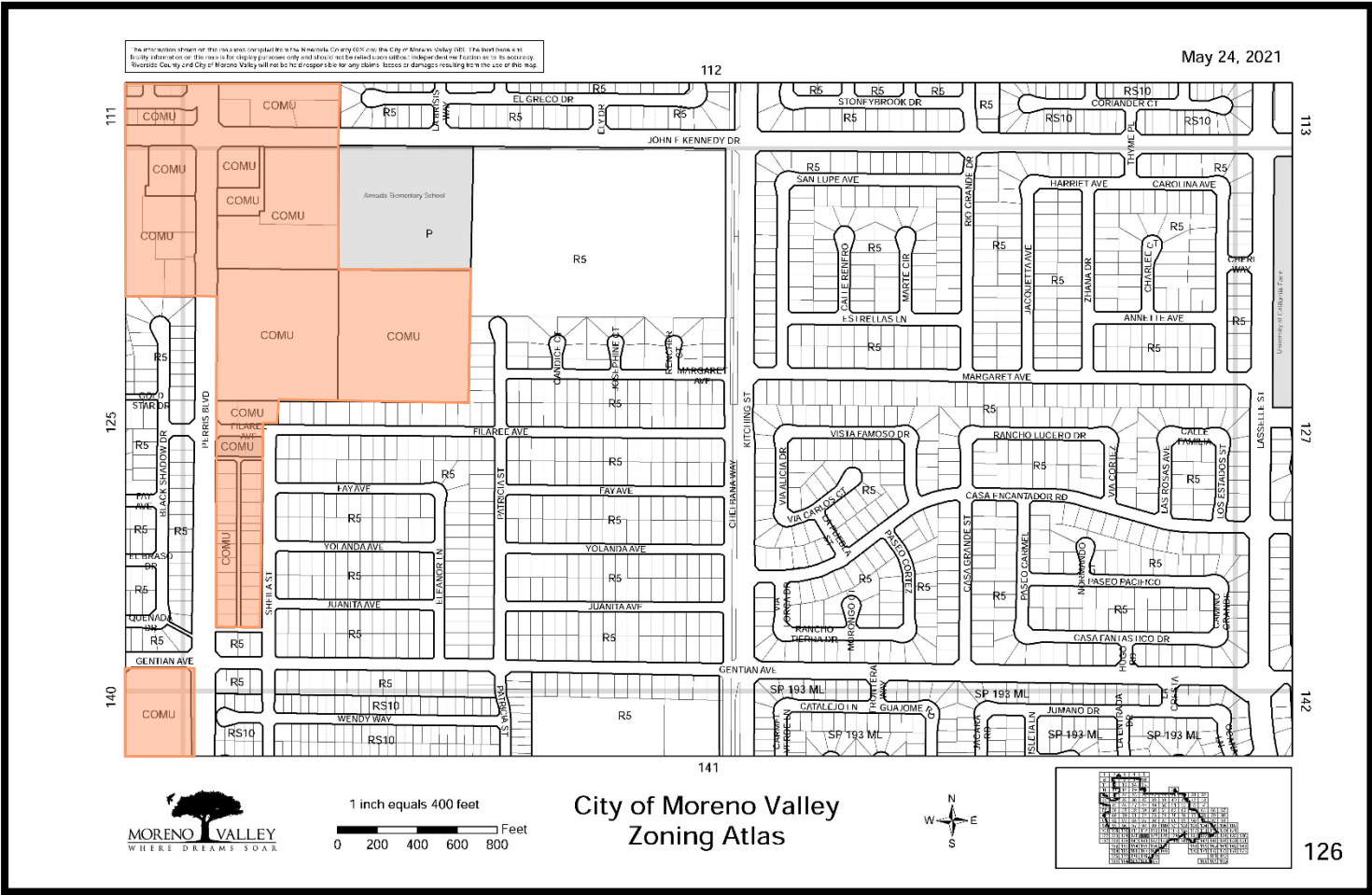


1 inch equals 400 feet
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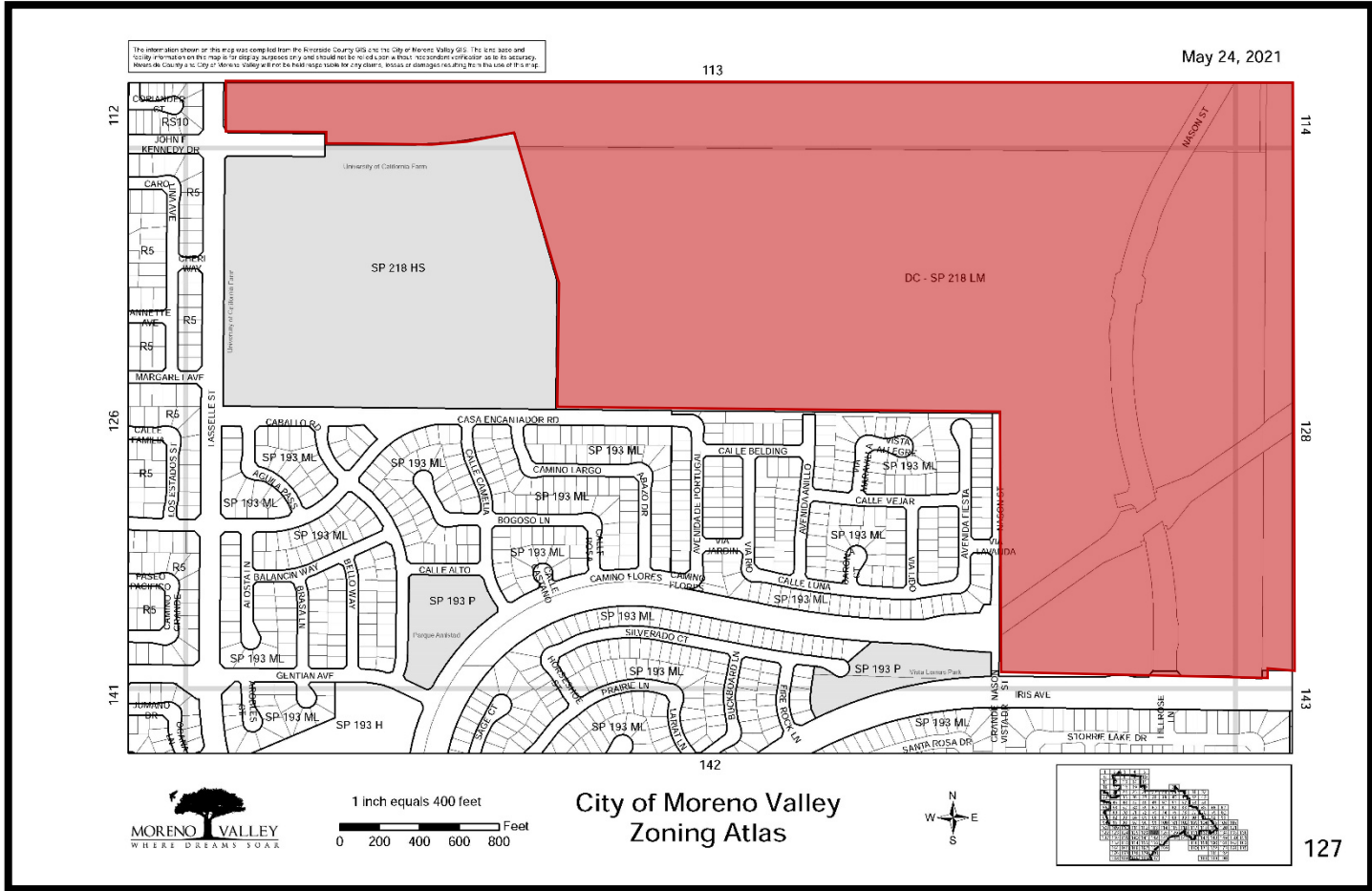
City of Moreno Valley
Zoning Atlas



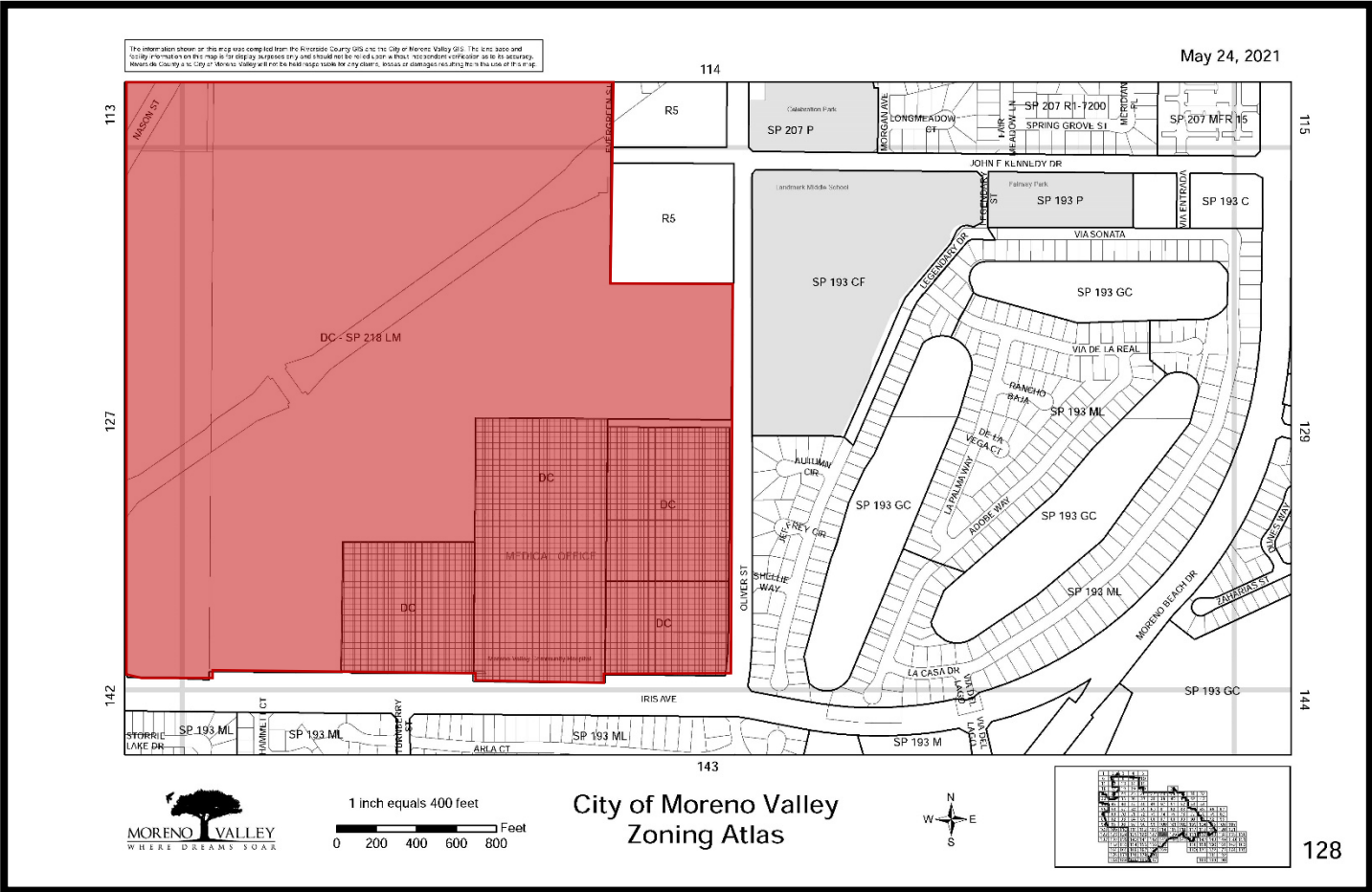
Current Zoning: NC, CC & RS10
Proposed Zoning: COMU



Current Zoning: NC, CC, R15 & R20
 Proposed Zoning: COMU

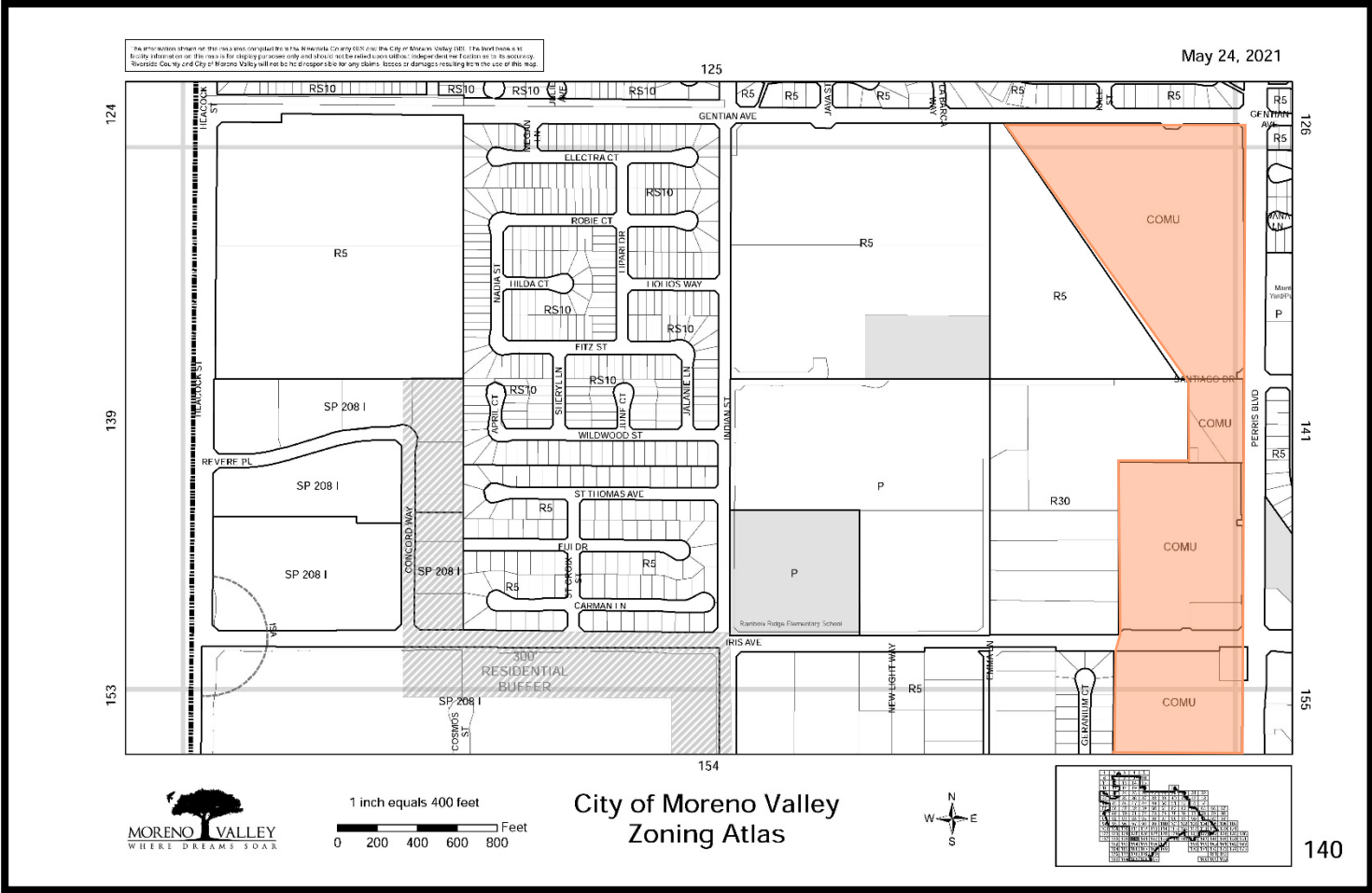


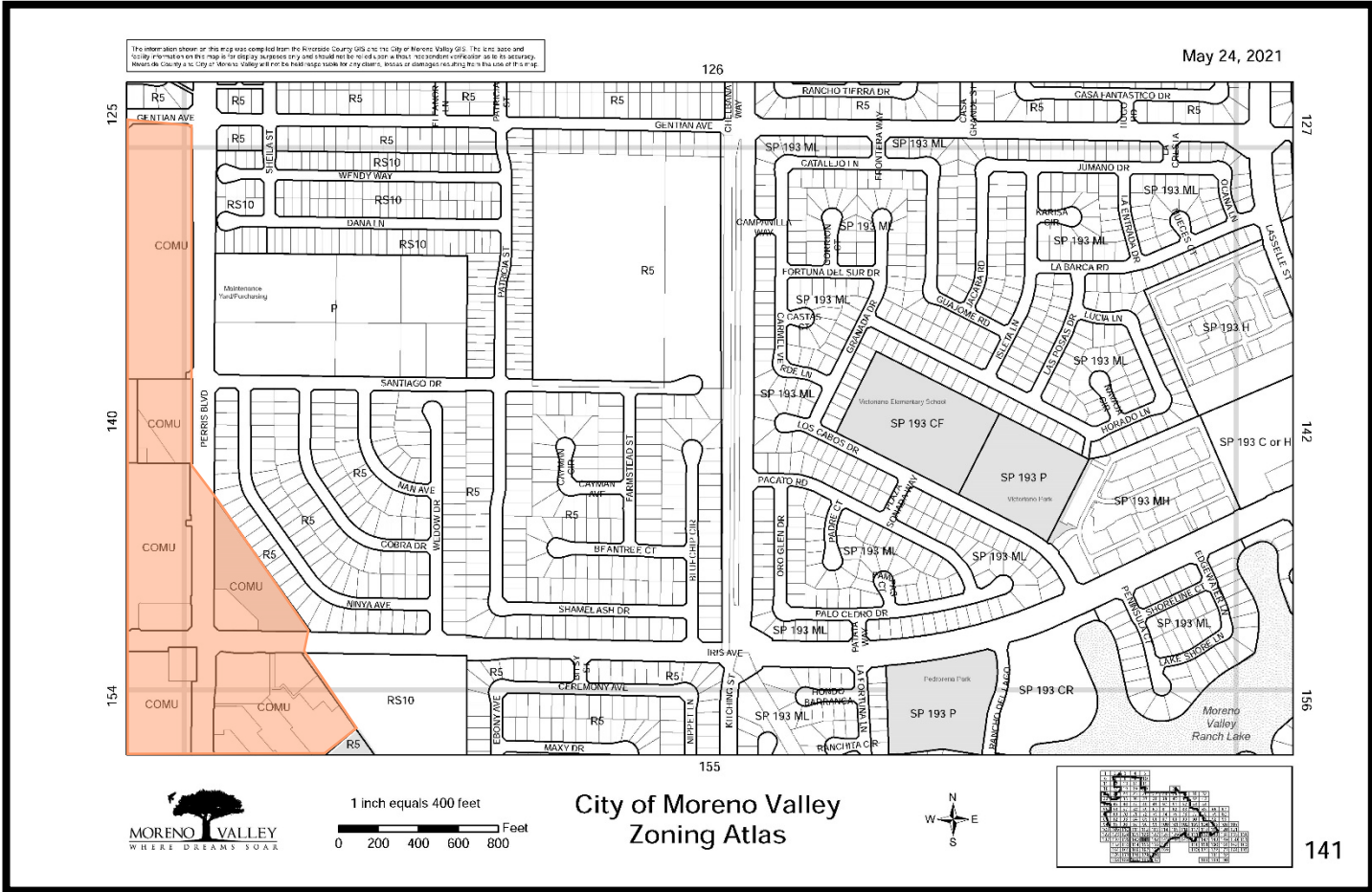
Current Zoning: SP 218 LM
 Proposed Zoning: DC – SP 218 LM



Current Zoning: CC, NC, OC & O
 Proposed Zoning: DC

Current Zoning: SP 218 LM
 Proposed Zoning: DC – SP 218 LM

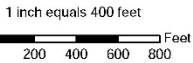
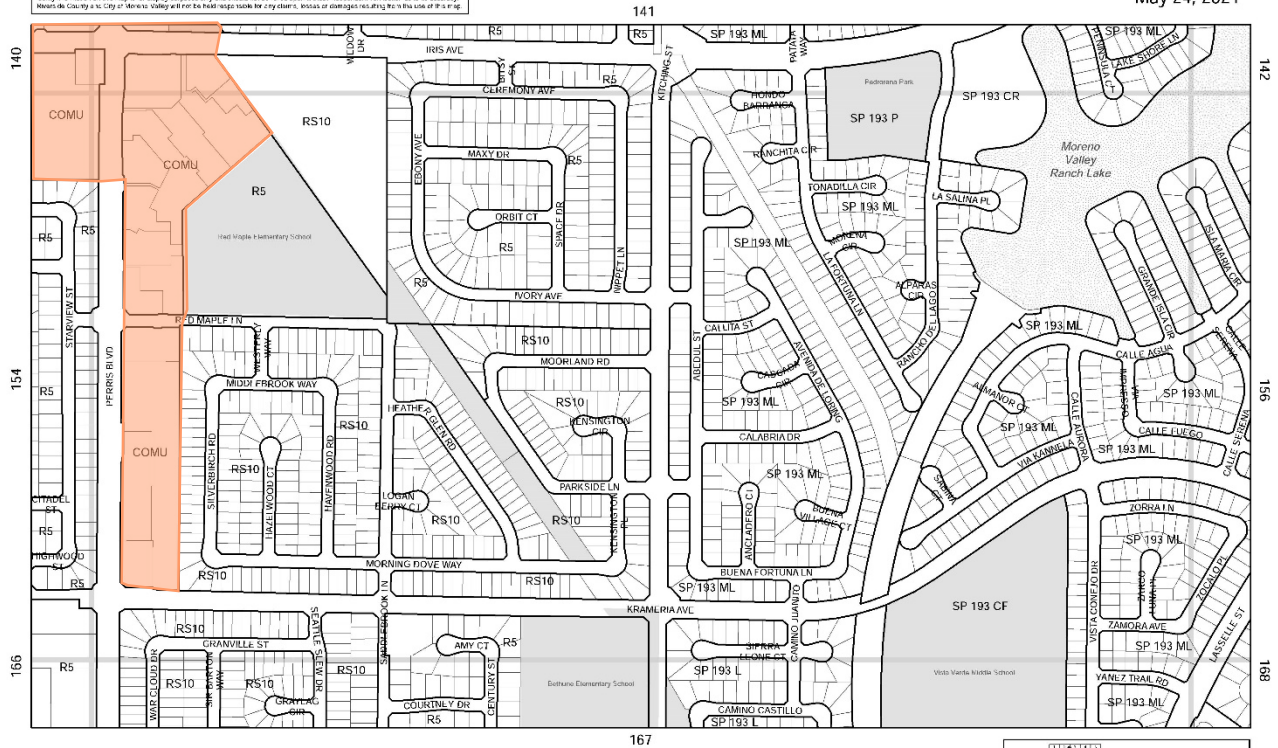




Current Zoning: NC & CC
 Proposed Zoning: COMU

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The line, area and color information on this map is for display purposes only and should not be used as a final, non-binding indicator, so as to its accuracy. However, the City of Moreno Valley will not be held liable for any errors, omissions or omissions in any way.

May 24, 2021



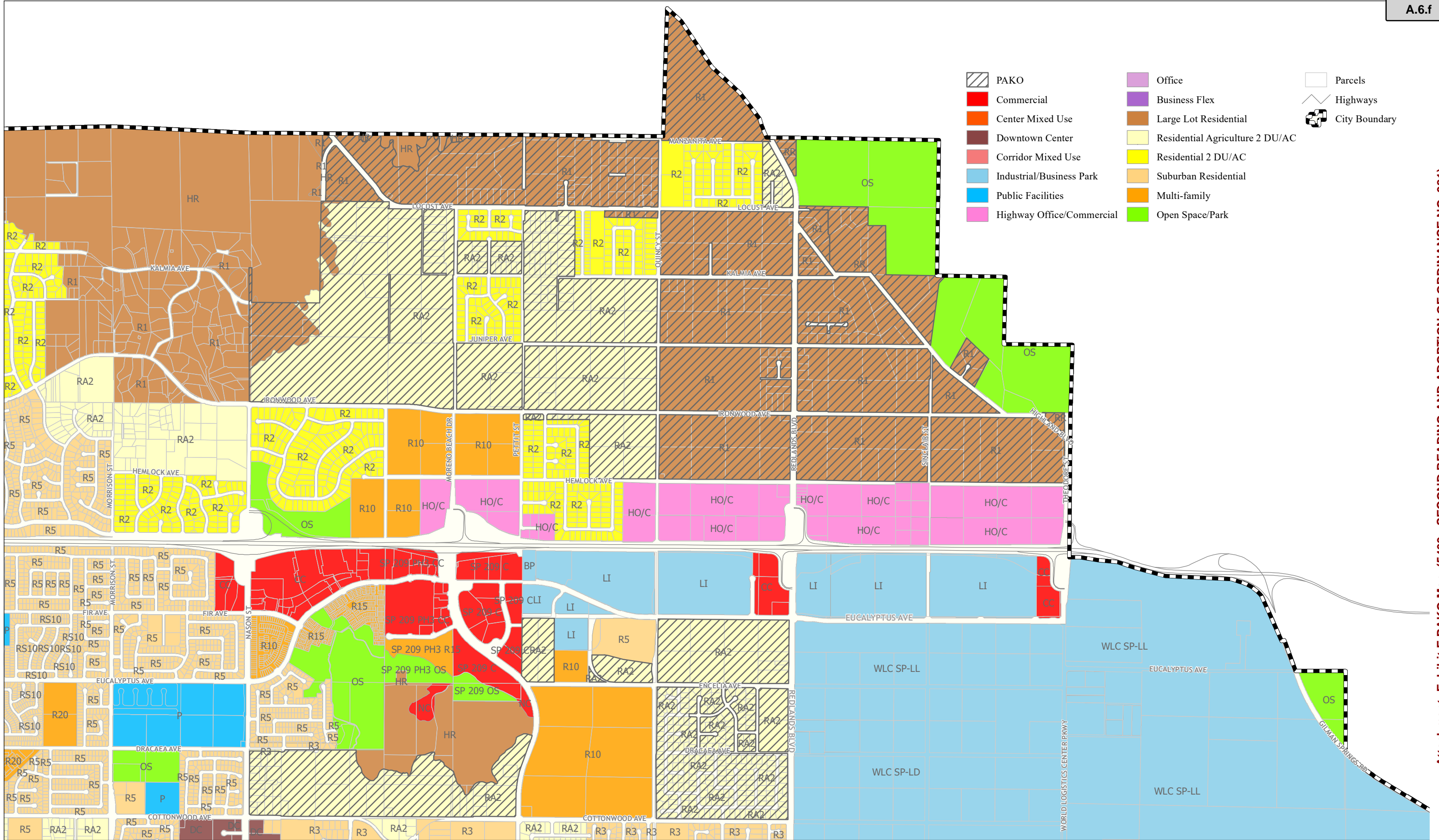
City of Moreno Valley
Zoning Atlas



155

Current Zoning: NC & CC
Proposed Zoning: COMU

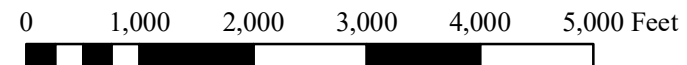
Attachment: Exhibit D Zoning Atlas Pages for Ordinance (5469 : SECOND READING AND



Attachment: Exhibit E PAKO Map (5469 : SECOND READING AND ADOPTION OF ORDINANCE NO. 981)

CITY OF MORENO VALLEY

PRIMARY ANIMAL KEEPING OVERLAY (PAKO)

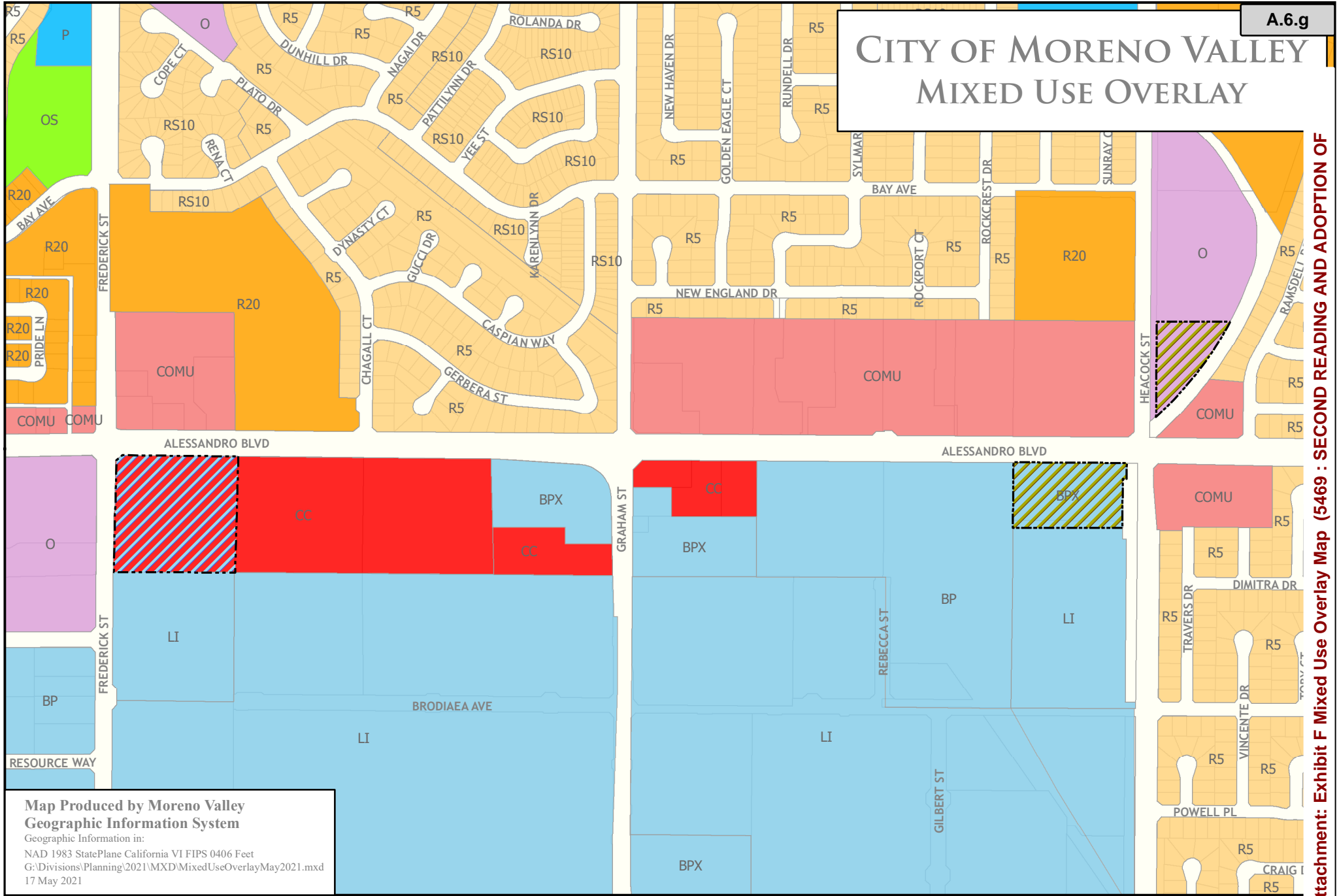


City of Moreno Valley Geographic Information in:
 State Plane NAD 83 California Zone 6 Feet
 Aerial Image Date: 2020
 G:\Divisions\Planning\2021\MXD\PakoMay2021.mxd
 May 17, 2021

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. 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.



CITY OF MORENO VALLEY MIXED USE OVERLAY

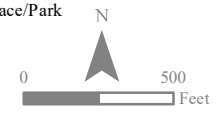


Map Produced by Moreno Valley Geographic Information System
 Geographic Information in:
 NAD 1983 StatePlane California VI FIPS 0406 Feet
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 17 May 2021

Attachment: Exhibit F Mixed Use Overlay Map (5469 : SECOND READING AND ADOPTION OF

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. 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.

- | | | | | |
|------------------|--------------------------|---------------------------|---------------------------------|-----------------|
| MUI | Downtown Center | Highway Office/Commercial | Residential Agriculture 2 DU/AC | Open Space/Park |
| MUN | Corridor Mixed Use | Office | Residential 2 DU/AC | Parcels |
| Commercial | Industrial/Business Park | Business Flex | Suburban Residential | |
| Center Mixed Use | Public Facilities | Large Lot Residential | Multi-family | |





Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: August 3, 2021

TITLE: ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR FISCAL YEAR 2021-22

RECOMMENDED ACTION

Recommendations:

1. Accept \$430,000 of the Transportation Development Act Article 3 Bicycle and Pedestrian Facilities Program (SB 821) funding;
2. Authorize the Chief Financial Officer to appropriate \$430,000 as revenue and expense in the SCAG Article 3 Fund (Fund 2800);
3. Authorize an amendment of the Capital Project Improvement Plan (CIP) FY 2021/22 & 2022/23 to add Pedestrian Access Ramps Improvements Project 801-0095 to FY 2021-22; and
4. Authorize the City Manager to execute Riverside County Transportation Commission (RCTC) Agreement No. 21-62-109-00, and any subsequent amendments, subject to the City Attorney review and approval.

SUMMARY

This report recommends that the City Council accept \$430,000 of SB 821 funding from RCTC, add the Pedestrian Access Ramps Improvements Project ("Project") to the CIP for FY 2021-22, authorize appropriation of funds for the Project in Fiscal Year 2021-22, and authorize the City Manager to execute the funding agreement and any subsequent amendments with RCTC for the design and construction of the Project.

DISCUSSION

SB 821 is a discretionary program administered by RCTC to fund local bicycle and

pedestrian projects. The program is funded through the Local Transportation Fund (LTF), a ¼ percent of the state sales tax. Each year, two percent of LTF revenues is set aside for the SB 821 program. On every odd-numbered year, RCTC conducts a competitive call for projects in which all local agencies within the county can submit applications to compete for available funds for their improvement projects. The total funding available for the County in this cycle year is \$4,325,000, and RCTC set a maximum funding request per application at \$432,500.

The City submitted an application in April 2021 and received a grant award notification on May 28, 2021 from the RCTC in an amount of \$430,000 for the design and construction of pedestrian improvements at various locations throughout the City. The Project will provide American with Disabilities Act (ADA) compliant and safety enhanced access ramps at twenty-seven (27) intersections throughout the City of Moreno Valley. The project also includes various pedestrian safety enhancing improvements such as repainting crosswalks, installing pedestrian push buttons, and reconstructing adjacent sidewalks to accommodate and allow for level transition between the existing sidewalks and the new ramps.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this report. *This alternative allows for the completion of the design and reconstruction of Project, thereby enhancing pedestrian safety and mobility for the public.*

2. Do not approve and authorize the recommended actions. *This alternative, not recommended by staff, would delay implementation of the Project and its resulting benefits and may jeopardize the SB 821 funding.*

FISCAL IMPACT

The SB 821 grant will provide for reimbursement of up to \$430,000 for the total cost of implementing this project, which is estimated to be a total of \$860,000. The City will be providing local matching funds of 50% for the project from Gas Tax (Fund 2000) available in the Annual ADA Compliant Access Upgrades project (801 0008). SCAG Article 3 funds are restricted to transportation related capital improvements. There is no impact to the General Fund.

The requested appropriation for the Project is as follow:

Category	Fund	Project Number (PN) GL Account (GL)	Type	FY21/22 Original Budget	FY21/22 Proposed Adjustment	FY21/22 Revised Budget
CIP	SCAG Article 3 Fund (2800)	GL – 2800-99-99-92800-487100	REV	\$0	\$430,000	\$430,000
CIP	SCAG Article 3 Fund (2800)	GL – 2800-70-77-80001-720199 PN – 801 0095 2800-99	EXP	\$0 \$0	\$430,000 \$430,000	\$430,000 \$430,000

AVAILABLE FUNDS:

Proposed SCAG Article 3 Funds	
(Account No. 2800-70-77-80001) (Project No. 801 0095).....	\$430,000
Annual ADA Compliant Access Upgrades	
(Account No. 2000-70-77-80001) (Project No. 801 0008).....	<u>\$430,000</u>
Total	\$860,000

ESTIMATED PROJECT COSTS:

Design	\$90,000
Construction	\$700,000
Construction Materials Testing and Geotechnical Services	\$30,000
Construction Survey Services	\$20,000
Project Administration and Inspection	<u>\$20,000</u>
Total	\$860,000

ANTICIPATED PROJECT SCHEDULE:

Design Completed.....	February 2022
Award Construction Contract	May 2022
Start Construction.....	Summer 2022
Complete Construction.....	late 2022/early 2023

NOTIFICATION

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

PREPARATION OF STAFF REPORT

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

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.6: Advance the development of a well-connected and balanced citywide transportation network that serves all modes.

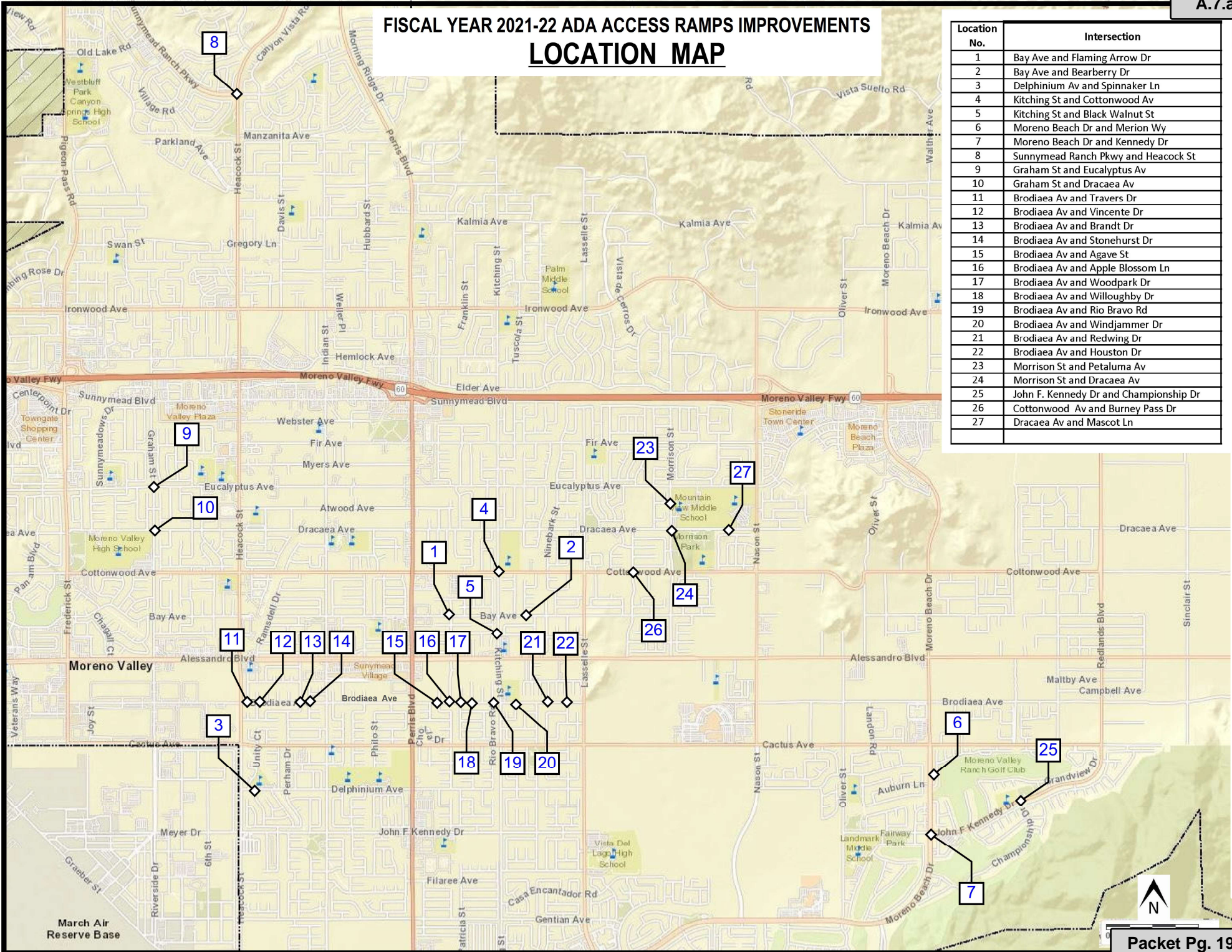
ATTACHMENTS

- 1. Location Map
- 2. Riverside County Transportation Commission Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/26/21 6:03 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	7/26/21 6:06 PM

FISCAL YEAR 2021-22 ADA ACCESS RAMPS IMPROVEMENTS LOCATION MAP



Location No.	Intersection
1	Bay Ave and Flaming Arrow Dr
2	Bay Ave and Bearberry Dr
3	Delphinium Av and Spinnaker Ln
4	Kitching St and Cottonwood Av
5	Kitching St and Black Walnut St
6	Moreno Beach Dr and Merion Wy
7	Moreno Beach Dr and Kennedy Dr
8	Sunnymead Ranch Pkwy and Heacock St
9	Graham St and Eucalyptus Av
10	Graham St and Dracaea Av
11	Brodiaea Av and Travers Dr
12	Brodiaea Av and Vincente Dr
13	Brodiaea Av and Brandt Dr
14	Brodiaea Av and Stonehurst Dr
15	Brodiaea Av and Agave St
16	Brodiaea Av and Apple Blossom Ln
17	Brodiaea Av and Woodpark Dr
18	Brodiaea Av and Willoughby Dr
19	Brodiaea Av and Rio Bravo Rd
20	Brodiaea Av and Windjammer Dr
21	Brodiaea Av and Redwing Dr
22	Brodiaea Av and Houston Dr
23	Morrison St and Petaluma Av
24	Morrison St and Dracaea Av
25	John F. Kennedy Dr and Championship Dr
26	Cottonwood Av and Burney Pass Dr
27	Dracaea Av and Mascot Ln

Attachment: Location Map (4468) : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION

AGREEMENT No. 21-62-109-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND
PEDESTRIAN FACILITIES PROGRAM**

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement (“AGREEMENT”) is entered into as of _____, 2021 (“Effective Date”), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the CITY OF MORENO VALLEY, a municipal corporation (“RECIPIENT”). RCTC and RECIPIENT may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.
- B. Under RCTC’s SB 821 Bicycle and Pedestrian Facilities Program (“PROGRAM”), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects (“CALL FOR PROJECTS”) is anticipated to be issued biennially by RCTC.
- C. On February 1st, 2021, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2021/22 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.
- D. Based on the application attached as Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed ADA Access Ramps Improvements (“PROJECT”).
- E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.
2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Four Hundred Thirty Thousand Dollars (\$430,000), to be used exclusively for reimbursing the RECIPIENT for eligible expenses as

described herein (“FUNDING AMOUNT”). RECIPIENT acknowledges and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval by RCTC in its sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT’s attached application for funding, and (ii) written proposal for how any unused FUNDING AMOUNT will be used for a proposal to support the PROJECT or other use that supports the goals and requirements of the PROGRAM.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs (“REIMBURSEMENT”) may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq.*), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 (“SCOPE OF WORK”). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a letter requesting such amendment, the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement for written approval by RCTC, which approval is subject to RCTC’s discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) Applicable law; (2) PROGRAM policies; (3) this AGREEMENT. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, RECIPIENT has thirty six (36) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 36 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete in writing by RCTC following the submission of the PROGRAM funding claim form (“CLAIM FORM”) attached hereto and incorporated herein as Attachment 3. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a letter to RCTC requesting an extension of time to complete the PROJECT with an explanation of why the PROJECT cannot be completed under the existing schedule for completion included as Attachment 1, attached hereto and incorporated herein. Before and after PROJECT photographs must be included with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.

2.3 Increases in Project Funding. The FUNDING AMOUNT may, at RCTC's sole discretion, be augmented with additional PROGRAM funds and local agency match funds proportionate to the amounts included in Section 3 if there is a FUNDING AMOUNT balance and the RECIPIENT provides justification as to the reason for the funding increase. Any such increase in the FUNDING AMOUNT must be approved in writing by RCTC's Executive Director and RCTC shall be under no obligation whatsoever to approve any increase in the FUNDING AMOUNT. No such increased funding shall be expended to pay for any PROJECT work already completed.

2.4 Cost Savings. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT mutually agreed to in writing by the Parties. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC for other RECIPIENT projects that align with the PROGRAM. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio as presented in the Project application despite such cost savings in accordance with PROGRAM policies.

2.5 No Funding for Temporary Improvements. Only segments or components of the PROJECT that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.

2.6 Review and Reimbursement by RCTC. Upon receipt of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility of the RECIPIENT for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 3.

2.7 Recipient's Funding Obligation to Complete the Work. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any SCOPE OF WORK performed at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.

2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the maximum PROGRAM provided for in this Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.

3. Recipient's Local Match Contribution. RECIPIENT shall provide at least Four Hundred Thirty Thousand Dollars (\$430,000) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.
4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.
5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by

impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.

6. Indemnification. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, and consultants related to a breach of this AGREEMENT or any act or omission arising out of the activities governed by this AGREEMENT. RECIPIENT'S obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds.
7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2021, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2021.
8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.
9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT's representative shall be the individual identified in the Project application as RECIPIENT'S representative to RCTC.

RECIPIENT'S representative, or designee, shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.

10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.
11. Binding on Successors in Interest. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.
12. Independent Contractors. Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.
13. Conflicts of Interest. For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.
14. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK

for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.

14.3 Termination for Cause. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the ability to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.

14.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.

15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications, including invoices, between the Parties to this AGREEMENT shall be addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express

delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective.

TO RCTC:

Anne Mayer
Executive Director
RCTC
4080 Lemon Street, 3rd Floor
Riverside, California 92501
Phone: (951) 787-7141
e-mail: amayer@rctc.org

TO RECIPIENT:

Mike Lee
City Manager
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553
(951) 413-3020
mikel@moval.org

cc: JChan@RCTC.org

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

- 16. Prevailing Wages. RECIPIENT and any other person or entity hired to perform services on the SCOPE OF WORK are alerted to the requirements of California Labor Code Sections 1770 *et seq.*, which require the payment of prevailing wages where the SCOPE OF WORK or any portion thereof is determined to be a “public work,” as defined therein. RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of “public work.” RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys’ fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 *et seq.* on the PROJECT.
- 17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

19. Governing Law and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. If any portion of this AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.
20. Attorneys' Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.
21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.
23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.
24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.
25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement.
26. Form of Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
AGREEMENT NO. 21-62-109-00
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN
FACILITIES PROGRAM**

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC

RECIPIENT

CITY OF MORENO VALLEY

By: _____

By: _____

Name: Anne Mayer

Name: _____

Title: Executive Director

Title: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By:  _____

By: _____

Name: Steven C. DeBaun

Name: _____

Title: General Counsel

Title: _____

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

City of Moreno Valley

Department of Public Works

14177 Frederick Street

P.O. Box 88005

Moreno Valley, CA 92552

(951) 413-3130



Fiscal Year 2021/22 SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM Grant Application

Submitted to:



**RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION**

4080 Lemon Street, 3rd Floor • Riverside, CA
Mailing Address: P.O. Box 12008 • Riverside, CA 92502-2208
951.787.7141 • 951.787.7920 • www.rctc.org

April 29, 2021

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program BIENNIAL CALL FOR PROJECTS APPLICATION

A. SCOPE OF WORK (500 Characters)

This project will provide American with Disabilities CT (ADA) compliant and safety enhanced access ramps at twenty-seven (27) intersections throughout the City of Moreno Valley (refer to the location list and aerial/site photos shown on the following pages.) The project will remove existing non-compliant access ramps and reconstruct new ramps that meet current ADA requirements. Existing conditions and features that make the ramps non-complaint generally include: steep ramp slope and side wing slope, missing flat landing areas at the bottom and top of the ramp, missing detachable warning surface, and uneven/lifting concrete surface. The project also includes various pedestrian safety enhancement work such as installing raised crosswalk, repainting crosswalks, installing pedestrian push buttons, reconstructing adjacent sidewalks to accommodate and allow for level transition between the existing sidewalks and the new ramps.

B. FUNDING

Double click on table below to complete project costs for PA/ED, PS&E, ROW, Construction and Local Match in the Excel spreadsheet. The gray cells contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits. Provide a letter on agency letterhead committing to the local match as Appendix A and Project's Engineers Estimate as Appendix B.

PA/ED	\$	10,000				
PS&E	\$	80,000				
ROW	\$	-				
Construction	\$	750,000				
Administration	\$	20,000				
Total Project Cost	\$	860,000				
			Split %			
Local Match	\$	430,000	50%			
SB 821 Request	\$	430,000	50%			
			100.00%			

**FY21/22 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION**

C. SCHEDULE

For completed phases, provide supporting documentation such as copies of environmental clearance, title sheet of 100% plans with engineer's stamp, or right of way clearance as Appendix C.

	START	END*
PA/ED	July 2021	December 2021
PS&E	September 2021	February 2022
ROW	n/a	n/a
ADVERTISE/CONTRACT AWARD	March	May 2022
CON	June 2022	October 2022
CLOSE OUT	November 2022	December 2022

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

D. PROJECT BACKGROUND & PROJECT DESCRIPTION

Describe the project background and the existing conditions of the larger project area and or project vicinity. Discussion can include background information on current roadway configuration, missing bike and pedestrian facilities, and importance of project to local active transportation users. If possible, provide photographs of existing conditions.

Describe the project in its entirety. Include the purpose and need, benefit, and location of the project. Provide a map showing existing and proposed project improvements. If available, provide typical cross-sections showing vehicular lane widths, active transportation facilities width, and any landscaping or lighting features.

This project entails the reconstruction of seventy-six (76) ADA access ramps at twenty-seven (27) intersection locations and related street improvements to enhance accessibility, mobility, and safety for pedestrians. The areas surrounding the proposed projects improvements are built out with little to no opportunity for the improvements to be provided by development and/or redevelopment. The proposed access ramp locations selected for this project that do not meet ADA standards are in direct response to either concerns voiced by disabled constituents that are wheelchair bound and cannot travel along their intended paths or locations that have been identified in the City's ADA Transition Plan. This project demonstrates the City's strong commitment to implement the objectives of its Circulation Element and meet the needs of our disabled and age school pedestrian constituents. More specifically, the project meets the following policies and objectives:

- 1) To maintain safe and adequate pedestrian, bicycle, and public transportation systems to provide alternatives to single occupant vehicle travel and to support planned land use.*
- 2) To support and encourage development of safe, efficient, and aesthetic pedestrian facilities.*

E. DESTINATIONS SERVED (2 points for each destination served, max 14 points)

Briefly summarize and list all the destinations served by the proposed project. Provide a project vicinity map identifying all the destinations served by the proposed project within a ¼ mile or a 2-mile radius. Destinations are schools or higher education facilities, commercial centers, municipal or any other civic centers, medical facilities, and recreational centers.

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BIENNIAL CALL FOR PROJECTS APPLICATION

For pedestrian projects, the destinations need to be within $\frac{3}{4}$ mile radius to be eligible. For bicycle or multi-use trail projects, destinations need to be within a 2-mile radius. Each destination served will receive 3 points each.

On the map, provide a $\frac{3}{4}$ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

There are 27 locations with a total of 76 access ramps included in this project for reconstruction. The surrounding areas within $\frac{3}{4}$ mile radius of each location consist of existing intensive residential use, twenty-three (23) schools with approximately 19,850 students, multiple public/governmental facilities and parks, more than one hundred thousand square feet of active commercial shopping/professional services centers, and other significant pedestrian generators. With limited resources, it is difficult to obtain daily pedestrian volumes at each of the locations. However, using an estimate of five percent of the overall trip generation, the commercial properties produce approximately 200 daily walking trips. It is also estimated that about fifty percent (50%) of the students from these 23 schools (or approximately 9,900 students) would walk to schools. This extensive walking usage is evident through spot field observations and discussions with school officials and Safe Route to School volunteer staff and signify the need for upgrading the existing walking facilities, especially access ramps.

The detailed information for each of the locations are as follows:

1. All corners of Bay Avenue and Flaming Arrow Drive:

- Reconstruct 4 access ramps
- Primarily serving residents to schools: Ramona Elementary (660 students), Butterfield Elementary (890 students), Excel Prep Charter (560 students), Hendrick Ranch Elementary (640 students); to other public facilities: Riverside County Education Academy, Moreno Valley Ranch Library, St. Christopher Church; and to local retail/food stores
- Speed limit on Bay Ave: 35 mph, Estimated 4000 AADT

2. Northwest and northeast corners of Bay Avenue and Bearberry Drive:

- Reconstruct 2 access ramps
- Primarily serving residents to schools: Butterfield Elementary (890 students), Excel Prep Charter (560 students), Hendrick Ranch Elementary (640 students); to other public facilities: Riverside County Education Academy, Moreno Valley Ranch Library, St. Christopher Church; and to local retail/food stores
- Speed limit on Bay Avenue: 35 mph, Estimated 4000 AADT

3. Northeast, southeast and southwest corners of Delphinium Avenue and Spinnaker Lane:

- Reconstruct 3 access ramps
- Install raised yellow school crosswalk on Delphinium Avenue and repaint crosswalk on Spinnaker Lane
- Primarily serving residents to schools: Serrano Elementary (520 students), Bayside Community Day/Chatter (135 students), Badger Springs Middle (1,186)

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students), and Chaparral Hills Elementary (663 students); and to other public facilities: John K. Kennedy Park, Valley Skate Park, March Field Park Community Center, and Leading Edge Learning Center

- Speed limit on Delphinium Avenue: 35 mph, Estimated 3000 AADT

4. Northeast and southeast corners of Kitching Street and Cottonwood Avenue

- Reconstruct 2 access ramps and install pedestrian push buttons
- Repaint crosswalks on Kitching Street and Cottonwood Street
- Primary serving residents to schools: Ramona Elementary (660 students), Butterfield Elementary (890 students), Excel Prep Charter (560 students), Hendrick Ranch Elementary (640 students); to other public facilities: Riverside County Education Academy, Moreno Valley Ranch Library, St. Christopher Church, Weston Park; and to retail stores at Alessandro Blvd and Perris Blvd
- Speed limits: 40 mph (Kitching St) and 45 mph (Cottonwood Ave)
- Traffic counts: 9100 AADT (Kitching St) and 7100 AADT (Cottonwood Ave)

5. Northeast and southeast corners of Kitching Street and Black Walnut Street

- Reconstruct 2 access ramps
- Primarily serving residents to schools: Butterfield Elementary (890 students), Excel Prep Charter (560 students), Hendrick Ranch Elementary (640 students); and to other public facilities: Riverside County Education Center, Moreno Valley Ranch Library, St. Christopher Church; and to retail/food stores at Alessandro Blvd and Perris Blvd
- Speed limit on Kitching St: 40 mph
- Traffic count: 9100 AADT (Kitching St)

6. Northeast and southeast corners of Moreno Beach Drive and Merion Way

- Reconstruct 2 access ramps
- Primarily serving residents to schools: La Jolla Elementary (740 students), Ridge Crest Elementary (601 students), and Landmark Middle (1,160 students); and other public facilities: Ridge Crest Park, Fairway Park; and to retail/food stores at Moreno Beach Dr/Cactus Av
- Speed limit on Moreno Beach Dr: 50 mph
- Traffic count: 15,000 AADT (Moreno Beach Dr)

7. Northeast and northwest corners of Moreno Beach Drive and John F. Kennedy Drive

- Reconstruct 2 access ramps
- Repaint crosswalks
- Primarily serving residents to schools: La Jolla Elementary (740 students), Ridge Crest Elementary (601 students), and Landmark Middle (1,160 students); and other public facilities: Ridge Crest Park, Fairway Park; and to retail/food stores at Moreno Beach Dr/Cactus Av
- Speed limits: 50 mph (Moreno Beach Dr) and 45 mph (John F Kennedy Dr)
- Traffic counts: 15,000 AADT (Moreno Beach Dr) and 8,000 AADT (John F. Kennedy Dr)

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8. Southwest corner of Sunnymead Ranch Parkway and Heacock Street

- Reconstruct 2 access ramps
- Primarily serving residents to Sugar Hill Elementary School (543 students), to Gateway Park, and to retail/food stores at Sunnymead Ranch Pkwy and Old Lake Rd
- Speed limits: 40 mph (Sunnymead Ranch Pkwy) and 45 mph (Heacock St)
- Traffic counts: 12,800 AADT (Sunnymead Ranch Pkwy) and 21,000 AADT (Heacock St)

9. All corners of Graham Street and Eucalyptus Avenue

- Reconstruct 4 access ramps
- Repaint crosswalks
- Primarily serving residents to schools: Sunnymeads Elementary (625 students), Rainbow Springs Pre-school (520 students), Sunnymead Middle (1,505 students), Moreno Valley High School (2,327 students), and Alessandro Special Education (50 students); to other public/medical facilities: Kaiser Permanente Group, Fredrick Medical Offices, and Moreno Valley Community Park; and to retail/food stores on Sunnymead Blvd at Graham St
- Speed limits: 40 mph (Graham St) and 40 mph (Eucalyptus Ave)
- Traffic counts: 9,200 AADT (Graham St) and 11,000 AADT (Eucalyptus Ave)

10. All corners of Graham Street and Dracaea Avenue

- Reconstruct 4 access ramps
- Repaint crosswalks
- Primarily serving resident to schools: Sunnymeads Elementary (625 students), Rainbow Springs Pre-school (520 students), Sunnymead Middle (1,505 students), Moreno Valley High School (2,327 students), Alessandro Special Education (50 students), Creekside Elementary (502 students), and Sunnymead Elementary (794 students); and to other public/medical facilities: Fredrick Medical Offices, and Moreno Valley Community Park
- Speed limits: 40 mph (Graham St) and 35 mph (Dracaea Ave)
- Traffic counts: 9,200 AADT (Graham St) and estimated 5,000 AADT (Dracaea Ave)

11. Northwest and northeast corners of Brodiaea Avenue and Travers Drive

- Reconstruct 2 access ramps
- Primarily serving residents to schools: Serrano Elementary (520 students) and Bayside Community Day/Charter (135 students); to public other facilities: US Post Office, Moreno Valley Court, Leading Edge Learning Center; and retail/food stores on Alessandro Blvd at Heacock St
- Speed limit: 35 mph (Brodiaea Ave)
- Traffic count: estimated 5,000 AADT on Brodiaea Ave

12. All corners of Brodiaea Avenue and Vincente Drive

- Reconstruct 4 access ramps

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- *Primarily serving residents to schools: Serrano Elementary (520 students) and Bayside Community Day/Charter (135 students); to public other facilities: US Post Office, Moreno Valley Court, Leading Edge Learning Center; and retail/food stores on Alessandro Blvd at Heacock St*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

13. All corners of Brodiaea Avenue and Brandt Drive

- *Reconstruct 4 access ramps*
- *Primarily serving residents to schools: Serrano Elementary (520 students), Bayside Community Day/Charter (135 students), and Badger Springs Middle (1,186 students); to public other facilities: Moreno Valley Court and Leading Edge Learning Center; and retail/food stores on Alessandro Blvd at Indian St and at Heacock St*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

14. Southwest and southeast corners of Brodiaea Avenue and Stonehurst Drive

- *Reconstruct 2 access ramps*
- *Primarily serving residents to schools: Serrano Elementary (520 students), Bayside Community Day/Charter (135 students), Badger Springs Middle (1,186 students), and Chaparral Hills Elementary (663 students); to public other facilities: Moreno Valley Court and Leading Edge Learning Center; and to retail/food stores on Alessandro Blvd at Indian St and at Heacock St*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

15. All corners of Brodiaea Avenue and Agave Street

- *Reconstruct 4 access ramps*
- *Primarily serving residents to schools: Ramona Elementary (660 students), Excel Prep Charter (560 students), Hendrick Ranch Elementary (640 students), and Chaparral Hills Elementary (663 students); to other public facilities: Moreno Valley Ranch Library and Riverside County Education Academy; and to retail/food stores at Perris Blvd and Alessandro Blvd*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

16. Northwest and northeast corners of Brodiaea Avenue and Apple Blossom Lane

- *Reconstruct 2 access ramps*
- *Primarily serving residents to schools: Ramona Elementary (660 students), Excel Prep Charter (560 students), Hendrick Ranch Elementary (640 students), and Chaparral Hills Elementary (663 students); to other public facilities: Moreno Valley Ranch Library and Riverside County Education Academy; and to retail/food stores at Perris Blvd and Alessandro Blvd*
- *Speed limit: 35 mph (Brodiaea Ave)*

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- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

17. All corners of Brodiaea Avenue and Woodpark Drive

- *Reconstruct 4 access ramps*
- *Primarily serving residents to schools: Excel Prep Charter (560 students), Hendrick Ranch Elementary (640 students), and Chaparral Hills Elementary (663 students); to other public facilities: Moreno Valley Ranch Library and Woodland Park; and to retail/food stores at Perris Blvd and Alessandro Blvd*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

18. Northwest and northeast corners of Brodiaea Avenue and Willoughby Drive

- *Reconstruct 2 access ramps*
- *Primarily serving residents to schools: Excel Prep Charter (560 students), Hendrick Ranch Elementary (640 students), and Chaparral Hills Elementary (663 students); to other public facilities: Moreno Valley Ranch Library and Woodland Park; and to retail/food stores at Perris Blvd and Alessandro Blvd*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

19. Northwest, southwest and southeast corners of Brodiaea Avenue and Rio Bravo Road

- *Reconstruct 3 access ramps*
- *Primarily serving residents to schools: Excel Prep Charter (560 students) and Hendrick Ranch Elementary (640 students); to other public facilities: Moreno Valley Ranch Library and Woodland Park; and to retail/food stores at Perris Blvd and Alessandro Blvd*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

20. Southwest and southeast corners of Brodiaea Avenue and Windjammer Drive

- *Reconstruct 2 access ramps*
- *Primarily serving residents to schools: Excel Prep Charter (560 students) and Hendrick Ranch Elementary (640 students); to other public facilities: Moreno Valley Ranch Library and Woodland Park*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

21. Southwest and southeast corners of Brodiaea Avenue and Redwing Drive

- *Reconstruct 2 access ramps*
- *Primarily serving residents to schools: Excel Prep Charter (560 students) and Hendrick Ranch Elementary (640 students); to other public facilities: Moreno Valley Ranch Library and Woodland Park*
- *Speed limit: 35 mph (Brodiaea Ave)*
- *Traffic count: estimated 5,000 AADT on Brodiaea Ave*

22. Southwest and southeast corners of Brodiaea Avenue and Houston Drive

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- Reconstruct 2 access ramps
- Primarily serving residents to schools: Excel Prep Charter (560 students) and Hendrick Ranch Elementary (640 students); to other public facilities: Moreno Valley Ranch Library and Woodland Park
- Speed limit: 35 mph (Brodiaea Ave)
- Traffic count: estimated 5,000 AADT on Brodiaea Ave

23. Northwest, southwest and southeast corners of Morrison Street and Petaluma Avenue

- Reconstruct 3 access ramps
- Repaint yellow crosswalks
- Primarily serving residents to schools: Bear Valley Elementary (839 students), Mountain View Middle (1,338 students), Valley View High (2,573 students), and Moreno Elementary (483 students); and to other public facilities: Weston Park and Morrison Park
- Speed limit: 35 mph on Morrison St
- Traffic count: 3,000 AADT on Morrison St

24. Northwest, southwest and southeast corners of Morrison Street and Dracaea Avenue

- Reconstruct 3 access ramps
- Repaint yellow crosswalks
- Primarily serving residents to schools: Bear Valley Elementary (839 students), Mountain View Middle (1,338 students), Valley View High (2,573 students), and Moreno Elementary (483 students); and to other public facilities: Weston Park and Morrison Park
- Speed limits: 35 mph on Morrison St and 35 mph on Dracaea Avenue
- Traffic count: 3,000 AADT on Morrison St and estimated 3,000 AADT on Dracaea Ave

25. All corners of John F. Kennedy Drive and Championship Drive

- Reconstruct portion of ramp slope to include detectable warning surface for 4 existing access ramps
- Repaint yellow crosswalks
- Primarily serving residents to Ridge Crest Elementary School (601 students) and Ridge Crest Park
- Speed limit: 45 mph (John F. Kennedy) and 25 mph (Championship Dr)
- Traffic count: 8,000 AADT on John F. Kennedy Dr

26. All corners of Cottonwood Avenue and Burney Pass Drive

- Reconstruct 4 access ramps
- Primarily serving residents to schools: Mountain View Middle (1,338 students), Moreno Elementary (483 students); and to other public facilities: Weston Park and Morrison Park
- Speed limit: 45 mph (Cottonwood Ave)
- Traffic count: 7,000 AADT on Cottonwood Ave

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27. Southwest and southeast corners of Dracaea Avenue and Mascot Lane

- Reconstruct 2 access ramps
- Primarily serving residents to schools: Mountain View Middle (1,338 students), Valley View High (2,573 students), and Moreno Elementary (483 students); and to Morrison Park
- Speed limit: 35 mph on Dracaea Avenue
- Traffic count: 3,000 AADT on Dracaea Ave

F. SAFETY (15 points)

Describe the extent to which the proposed project will increase safety for the non-motorized public. Additionally, explain any safety enhancement features included in the project scope, such as rectangular rapid flashing beacons, bicycle box (see <https://safety.fhwa.dot.gov/provencountermeasures/>). Include information about project characteristics such as: no existing shoulder within project limits, no existing/planned sidewalk or bikeway adjacent to the project, etc. Applicants may wish to consider including documented pedestrian/bicycle collision or injury history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards the project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project. Additionally generate a collision heat map for the project site using collision data from the last ten years. Heat map can be generated using the ATP Maps & Summary interface from TIMS (<https://tims.berkeley.edu/>) or Crossroads.

Pedestrian collision data compiled by the California State Office of Traffic Safety (OTS) and rankings are provided for agencies throughout the State based upon population. A review of the latest information available from OTS webpage indicates the City performs satisfactorily in terms of collisions involving pedestrians 15 years or older (56th out of 59). For collisions involving pedestrian less than 15 years old, the City ranks 41th out of 59 (refer to attached OTS data for more information.) However, the OTS data shows a total of 42 pedestrians were either killed and/or got injured in 2018 which is considered a significant number. The City maintains a proactive approach to pedestrian safety through aggressive construction /reconstruction of walking-related infrastructure improvements. Reconstruction of access ramps and related sidewalk missing links contributes to overall pedestrian safety by providing access to and from the sidewalk and improved separation of vehicles and pedestrians, defined paths of travel for both travel modes, and more predicable movements by pedestrians. It also improves bicycle mobility for school age children accessing to and riding on the sidewalk through access ramps.

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

G. MULTIMODAL ACCESS (1 point each, max 6 points)

In a project vicinity map, identify all the bus routes, Metrolink stations, park-and-ride facilities, bicycle lanes, sidewalks or crosswalks improved by the proposed project within a $\frac{3}{4}$ mile or a 2-mile radius.

For pedestrian projects, these amenities need to be within $\frac{3}{4}$ mile radius to be eligible. For bicycle or multi-use trail projects, amenities need to be within a 2-mile radius. Each amenity will receive 1 point.

On the map, provide a $\frac{3}{4}$ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

Discuss how the project along with its nearby amenities encourage multi-modalism. Briefly summarize and list all the bus stops, Metrolink Stations, park-and-ride facilities, missing bicycle or sidewalks, or crosswalks enhanced by the proposed project and indicate if the items are existing or planned.

The intended construction/reconstruction will greatly expand the ability of pedestrians of all ages to forgo the use of automobiles and walk to their respective destinations. With the close distance between the residential uses and the surrounding commercial shopping/professional services centers, schools, public/governmental buildings, parks, bus stops, and other generators, it is expected that pedestrian travel would increase by at least five percent. This estimate is based upon observed pedestrian uses after completion of similar access ramp upgrade projects, and the higher level of mobility afforded by the access ramp connections. Additionally, the upgraded facilities will serve as direct connections to stops along Riverside Transit Authority (RTA) bus routes. By enhancing paths of travel from the residential communities and commercial centers to bus stops along the corridors, it is expected that transit ridership would increase on these routes as a direct result of the construction/reconstruction. The reconstruction of access ramps will remove barriers along walking routes, providing direct connections between existing large and dense residential communities and major pedestrian generators including over one hundred thousand square feet of commercial shopping/professional services centers, 23 schools, and multiple public/governmental facilities and parks. The access ramp reconstruction will remove barriers for constituents with disabilities and provide connectivity between their homes and respective destinations. Additionally, disabled residents will be afforded more travel route choices with the completion of this project. Furthermore, this project removes barriers and improves bicycle mobility for school age children riding on the sidewalk.

H. MATCHING FUNDS (10 points)

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

Points will be calculated based on the Funding Table above.

Match %	Points
50%	10
45%	9
40%	8
35%	7
30%	6
25%	5
20%	4
15%	3
10%	2
5%	1
0%	0

I. POPULATION EQUITY (5 Points)

Points will be assigned based on population equity table provided in FY20/21 SB 821 Call for Projects Guidelines.

J. CERTIFICATION

I certify that the information presented herein is complete and accurate and, if this agency receives funding, it will be used solely for the purposes stated in this application and following the adopted policies. If awarded, agency is committed to executing the Memorandum of Understanding with the Riverside County Transportation Commission by October 1, 2021.

Signature M. Z. Wolfe

Title Director of Public Works / City Eng.

Date 4/27/21

Appendix A: Commitment to Local Match

Appendix B: Engineers Estimate

Appendix C: If applicable, copies of completed environmental document, title sheet, or right-of-way clearance.

TEL: 951.413.3100
WWW.MOVAL.ORG



14177 FREDERICK STR
P.O. BOX 880
MORENO VALLEY, CA 92552-0880

April 26, 2021

Ms. Lorelle Moe-Luna
Multimodal Services Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92502

Subject: Fiscal Year 2021/22 Senate Bill 821 Bicycle and Pedestrian Facilities Program Grant Application

Dear Ms. Moe-Luna,

City of Moreno Valley is pleased to submit an application for TDA Article 3 (SB 821) Bicycle and Pedestrian Facilities Program Fiscal Year 2021/22 to provide American with Disabilities (ADA) compliance and safety enhanced access ramps at twenty-seven intersections throughout the City.

The total project cost is \$860,000, the amount of SB 821 Request is \$430,000, and City's match commitment is \$430,000 or 50 percent. City is committing to provide the matching fund with its gas tax fund per City Council approved Capital Improvement Plan FY 2020/2021.

If you have any questions, please do not hesitate to contact the Capital Projects Division at (951) 413-3130.

Sincerely,

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

HN:gs

Cc: Jillian Guizado, Planning and Programming Manager
Michael Lloyd, P.E., Engineering Division Manager/ Assistant City Engineer
Henry Ngo, P.E., Capital Projects Division Principal Engineer
File

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

**Appendix B
ENGINEER'S ESTIMATE**

FY 21/22 SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM - ADA ACCESS RAMPS RECONSTRUCTION

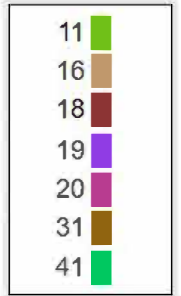
Bid Item No	Work Description	Quantity	Unit	Unit Price	Total
1	Remove existing PCC ramp and related sidewalk, curb, gutter. Construct new PCC access ramp per City Std MVSI-114A-2 and MVSI-114C-2, landing area, retaining curb where required, adjacent sidewalk, portion of curb and gutter, restore pavement lot and landscape, repair affected irrigation system, complete in place (Location Nos. 1 to 27)	76	EA	\$8,650.00	\$657,400.00
2	Furnish and install pedestrian push button per Caltrans standards (Location No. 4)	8	EA	\$1,500.00	\$12,000.00
3	Remove existing conflicting crosswalk and striping. Repaint crosswalk or apply thermoplastic (yellow or white, standard or continental) to match existing (Location Nos. 3, 4, 7, 9, 23, 24, and 25)	1	LS	\$8,000.00	\$8,000.00
4	Install raised yellow crosswalk (speed table) per City Std MVSI-135-0 (Location No. 3)	1	EA	\$2,500.00	\$2,500.00
5	Install 6' diameter traffic induction loops (Type D or E) per City Stds MVLT-450B-0 and MVLT-450C-0	40	EA	\$350.00	\$14,000.00
6	Traffic control	1	LS	\$15,000.00	\$15,000.00
7	Pollution control program	1	LS	\$5,000.00	\$5,000.00
	Sub-total Construction Cost				\$713,900.00
				5% Contingency	\$36,100.00
				Total Construction Cost	\$750,000.00
				PA/ED	\$10,000.00
				PS & E	\$80,000.00
				Administration	\$20,000.00
				TOTAL PROJECT COST	\$860,000.00

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

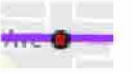


LEGEND

RTA Bus Routes



Bus Stops



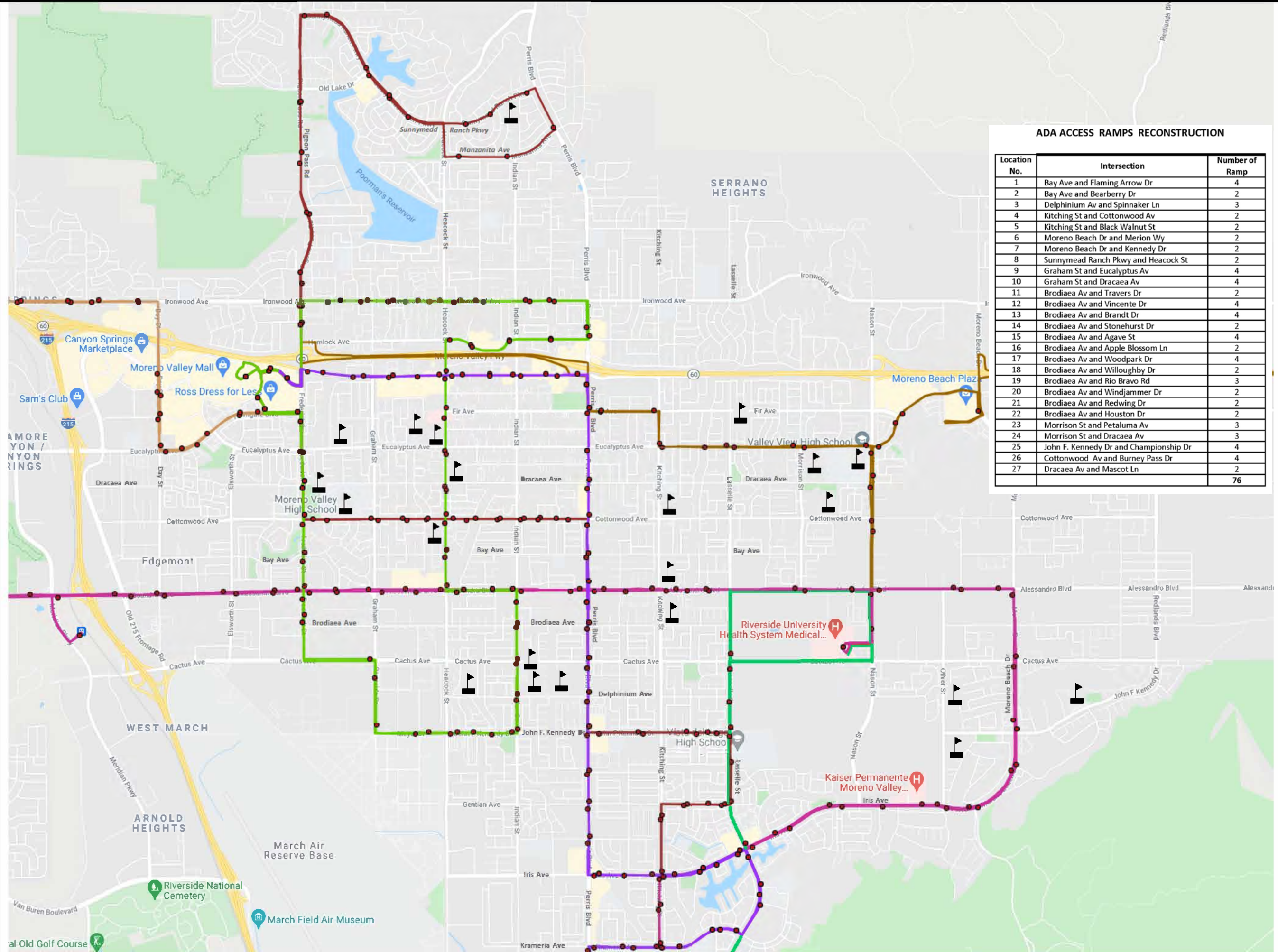
Schools



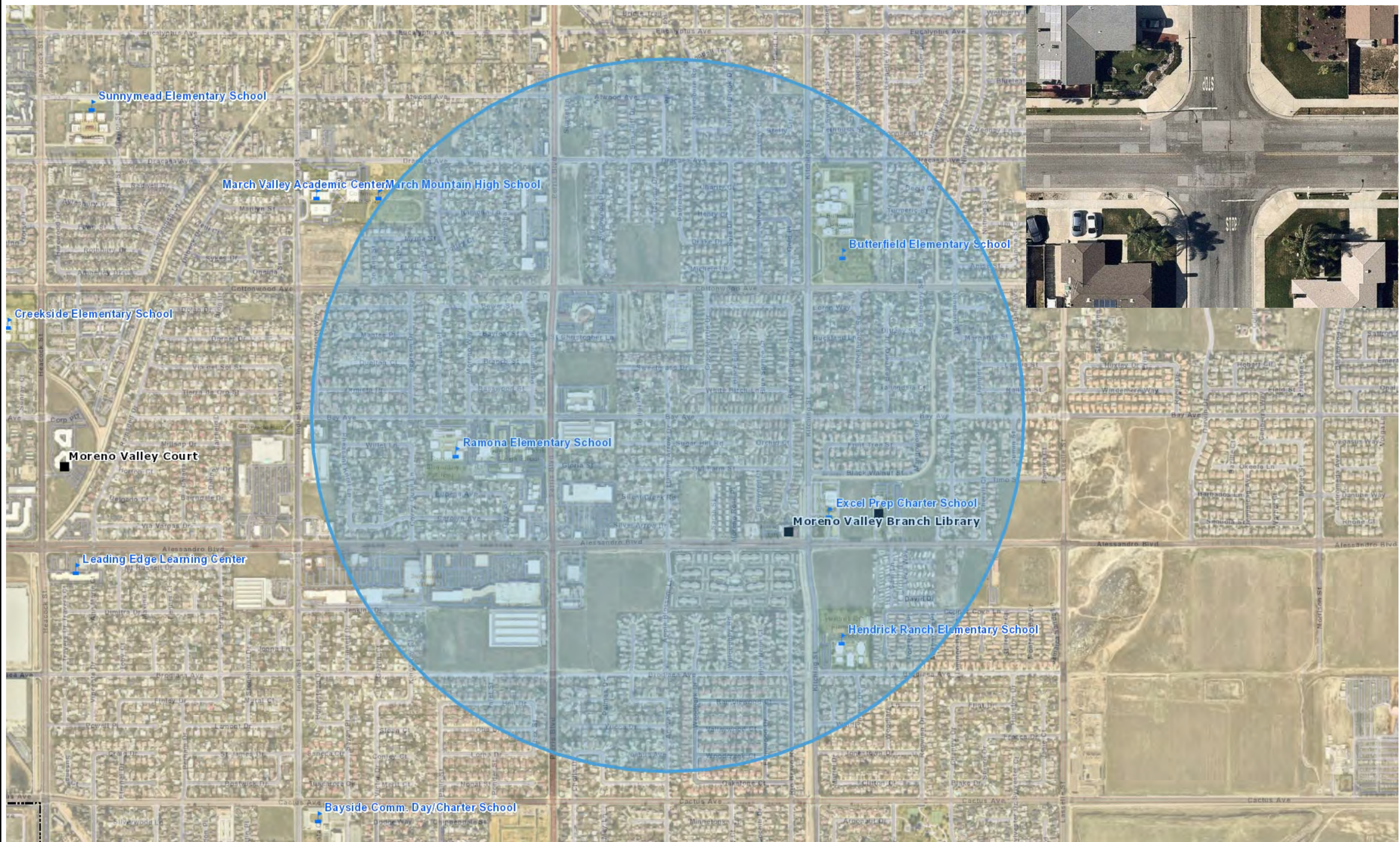
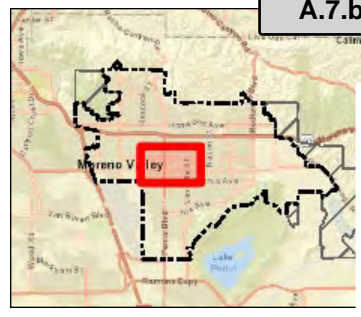
Project Locations

ADA ACCESS RAMPS RECONSTRUCTION

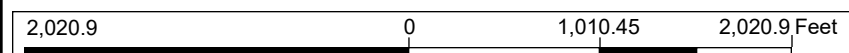
Location No.	Intersection	Number of Ramp
1	Bay Ave and Flaming Arrow Dr	4
2	Bay Ave and Bearberry Dr	2
3	Delphinium Av and Spinnaker Ln	3
4	Kitching St and Cottonwood Av	2
5	Kitching St and Black Walnut St	2
6	Moreno Beach Dr and Merion Wy	2
7	Moreno Beach Dr and Kennedy Dr	2
8	Sunnymead Ranch Pkwy and Heacock St	2
9	Graham St and Eucalyptus Av	4
10	Graham St and Dracaea Av	4
11	Brodiaea Av and Travers Dr	2
12	Brodiaea Av and Vincente Dr	4
13	Brodiaea Av and Brandt Dr	4
14	Brodiaea Av and Stonehurst Dr	2
15	Brodiaea Av and Agave St	4
16	Brodiaea Av and Apple Blossom Ln	2
17	Brodiaea Av and Woodpark Dr	4
18	Brodiaea Av and Willoughby Dr	2
19	Brodiaea Av and Rio Bravo Rd	3
20	Brodiaea Av and Windjammer Dr	2
21	Brodiaea Av and Redwing Dr	2
22	Brodiaea Av and Houston Dr	2
23	Morrison St and Petaluma Av	3
24	Morrison St and Dracaea Av	3
25	John F. Kennedy Dr and Championship Dr	4
26	Cottonwood Av and Burney Pass Dr	4
27	Dracaea Av and Mascot Ln	2
		76



Bay Avenue and Flaming Arrow Drive



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence



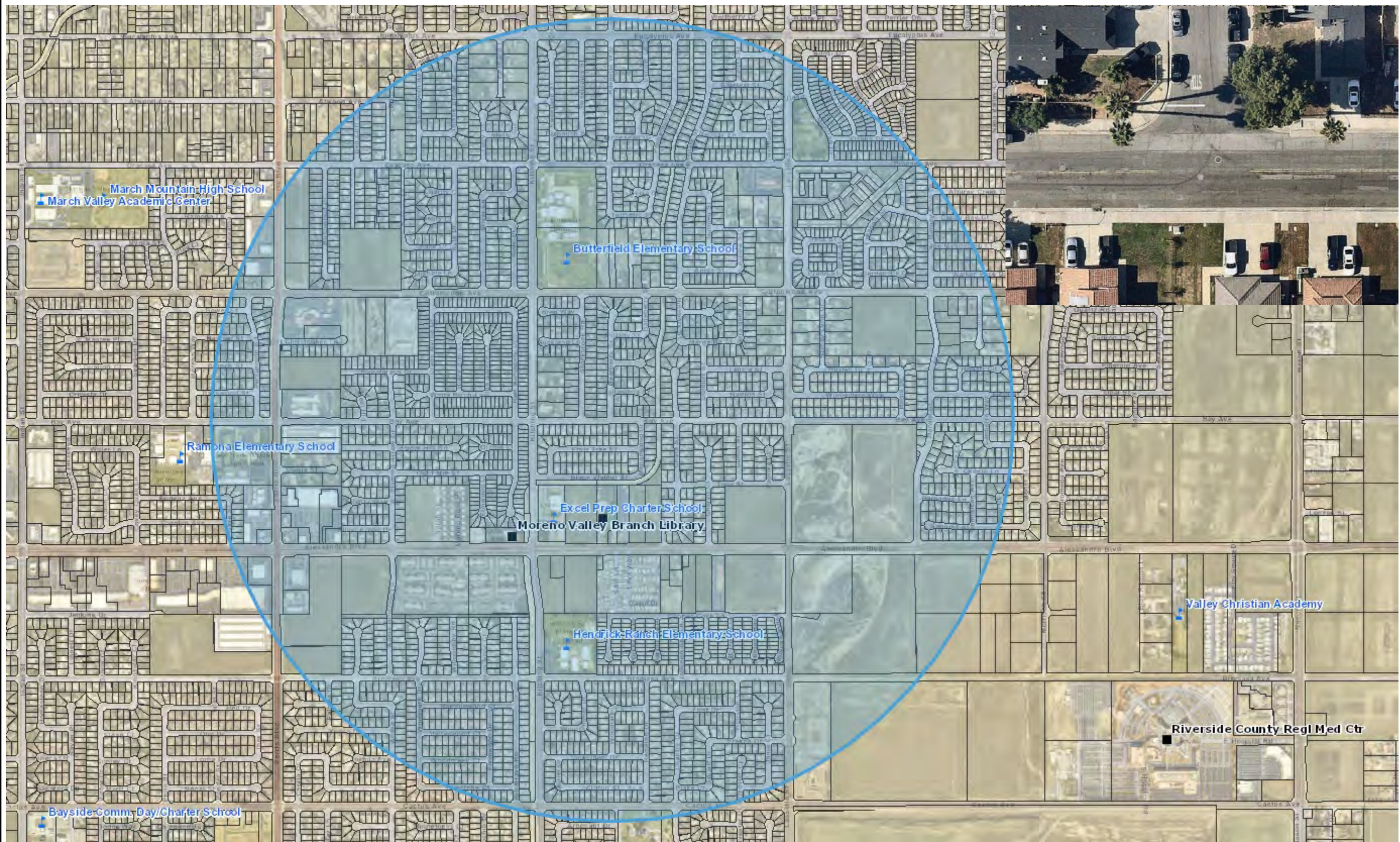
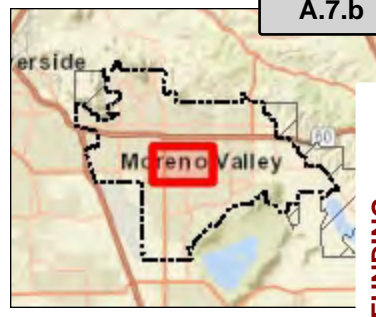
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Image Source: Nearmap

Notes

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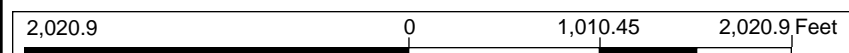
Bay Avenue and Bearberry Drive



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - Fire Stations
 - Parcels
 - City Boundary
 - Sphere of Influence

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

Image Source: Nearmap



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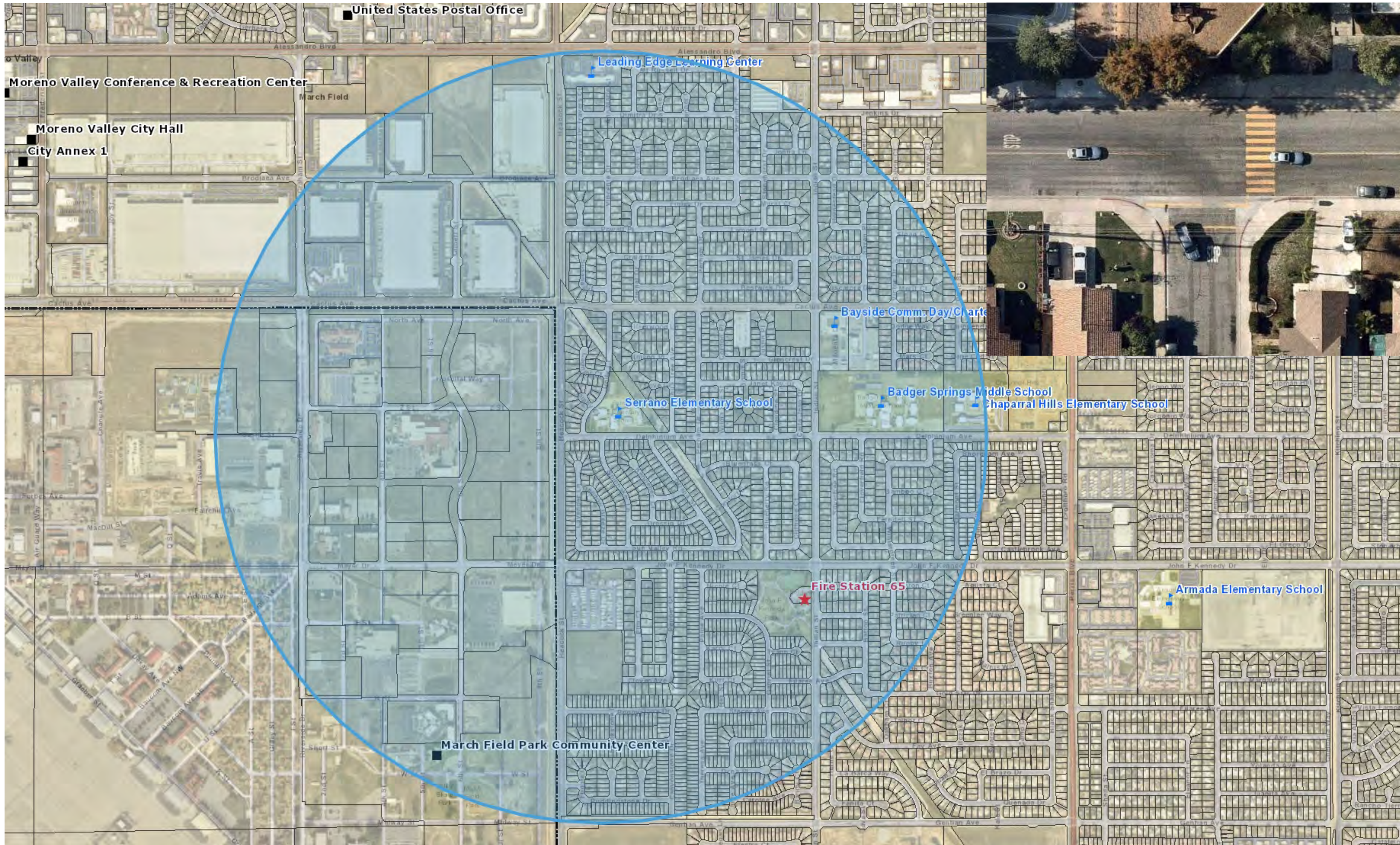
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Notes

Delphinium Avenue and Spinnaker Lane



- Legend**
- Schools
 - Public Facilities**
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 - ★ Fire Stations
 - Parcels
 - ▭ City Boundary
 - Sphere of Influence

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

Image Source: Nearmap

2,020.9 0 1,010.45 2,020.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

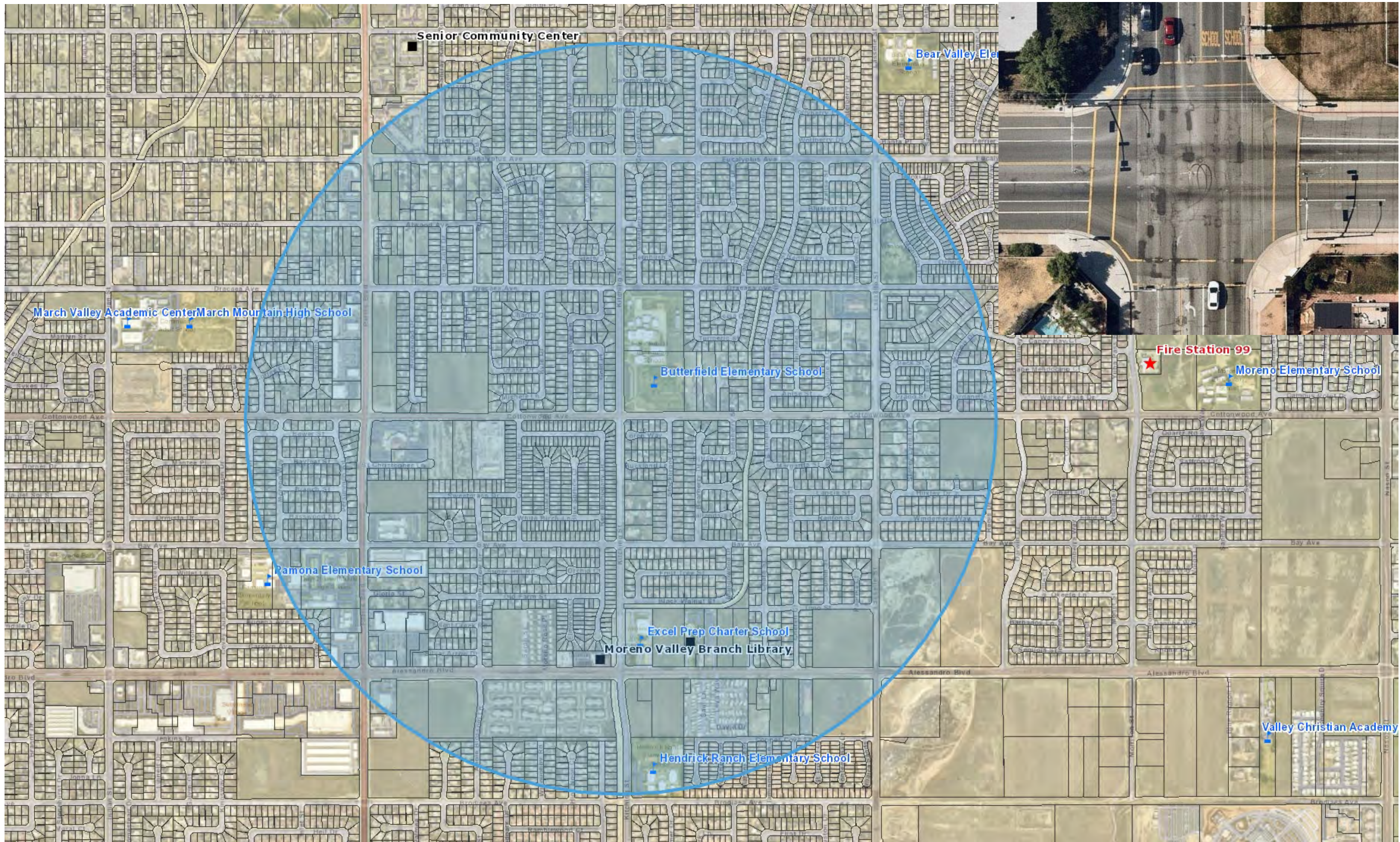
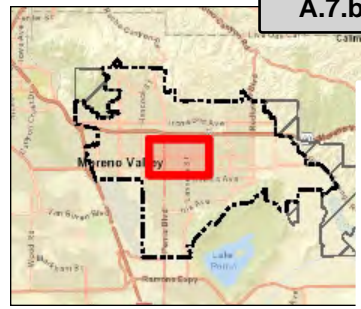
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Notes

Kitching Street and Cottonwood Avenue



- Legend**
- Schools
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Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

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2,020.9 0 1,010.45 2,020.9 Feet

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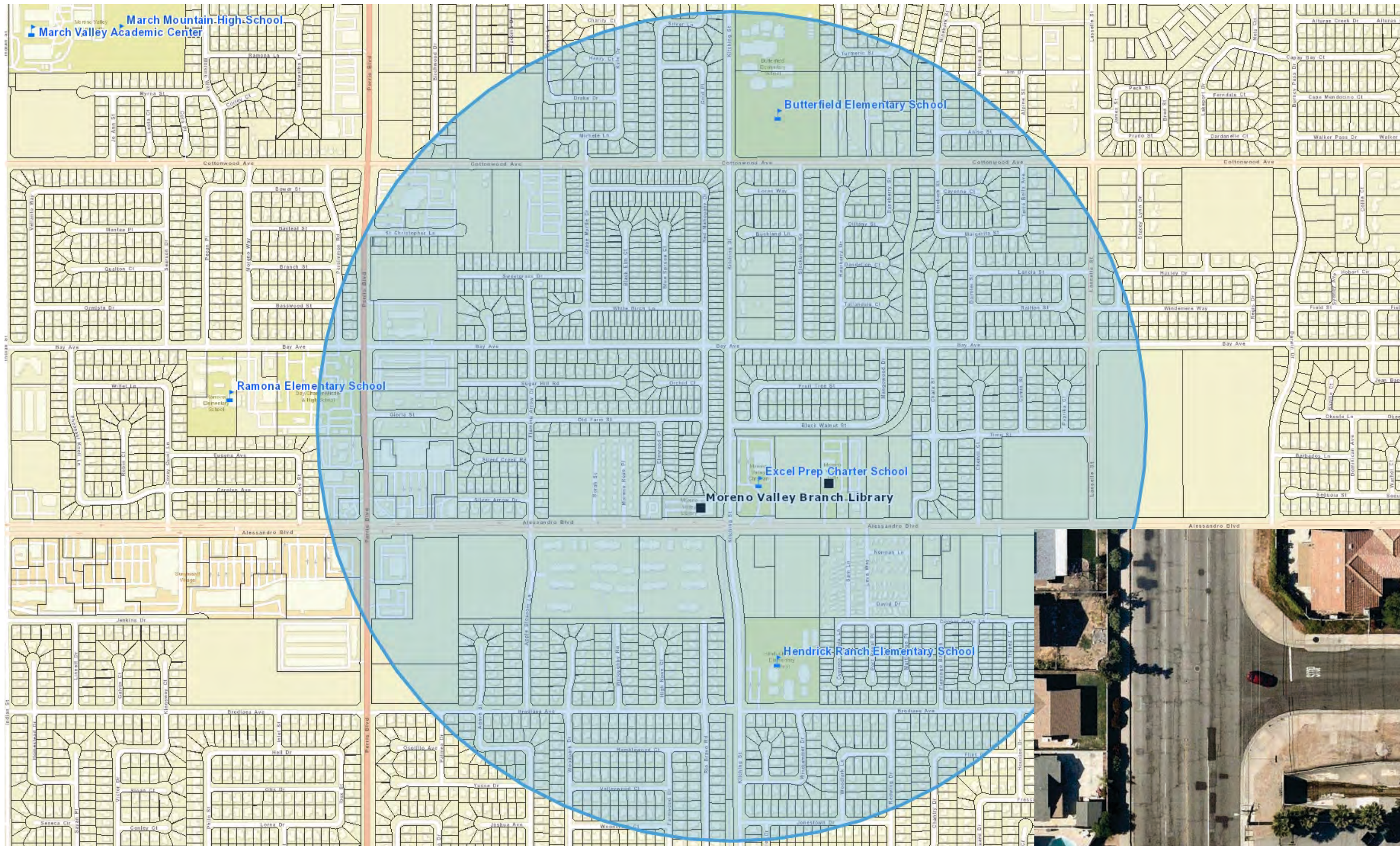
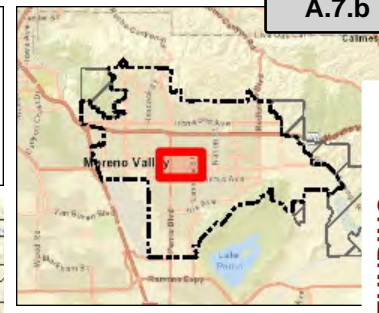
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Notes

Kitching Street and Black Walnut Street



- Legend**
- Schools
 - Public Facilities
 - Public Facilities
 - ★ Fire Stations
 - Parcels
 - City Boundary
 - Sphere of Influence

1,435.7 0 717.83 1,435.7 Feet

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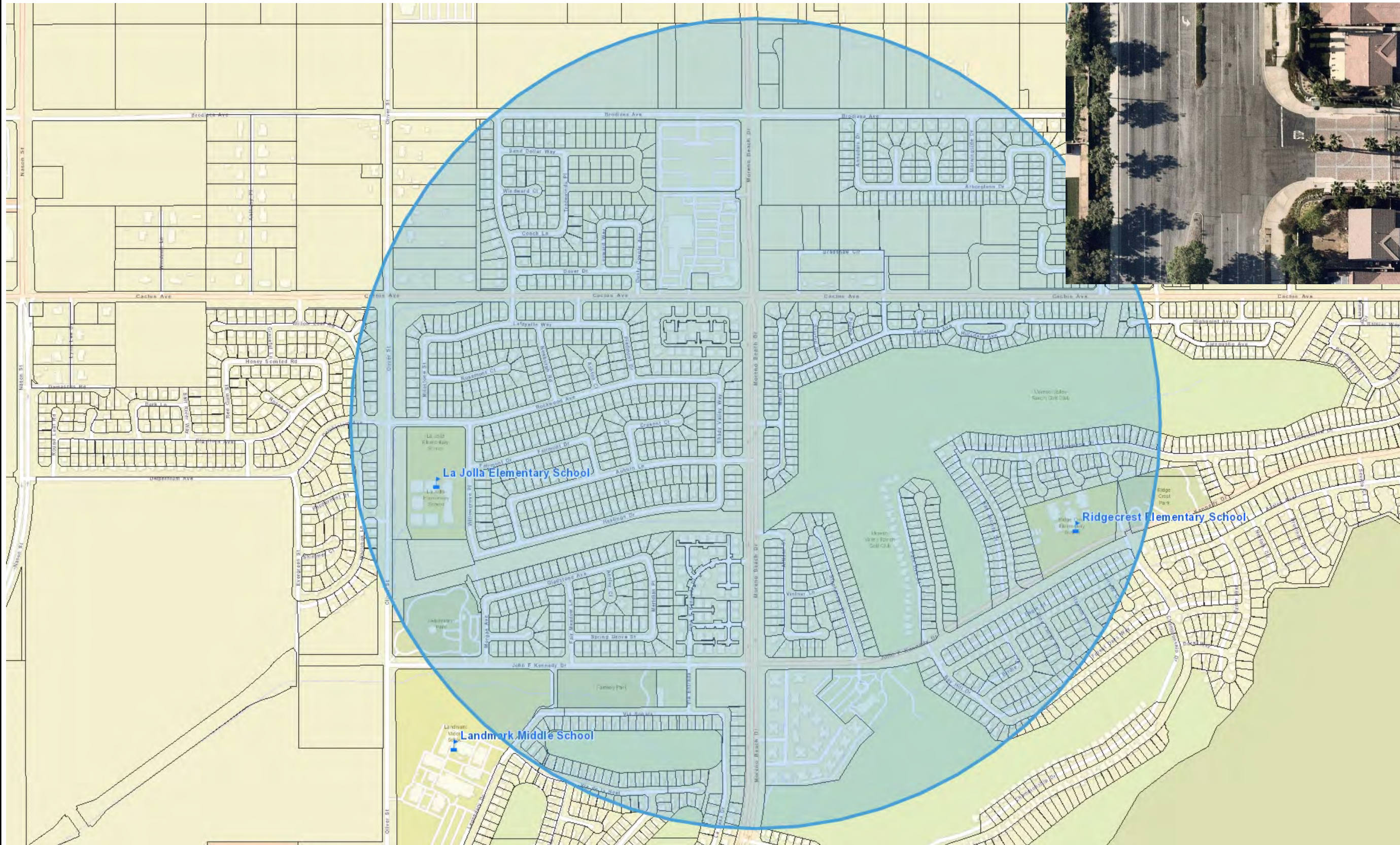
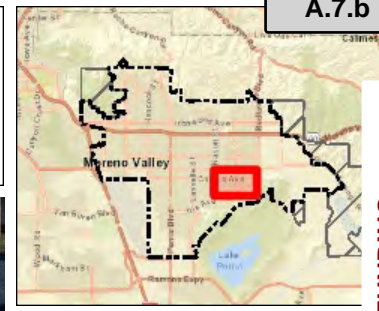
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Notes

Moreno Beach Drive and Merion Way



- Legend**
- Schools
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1,435.7 0 717.83 1,435.7 Feet

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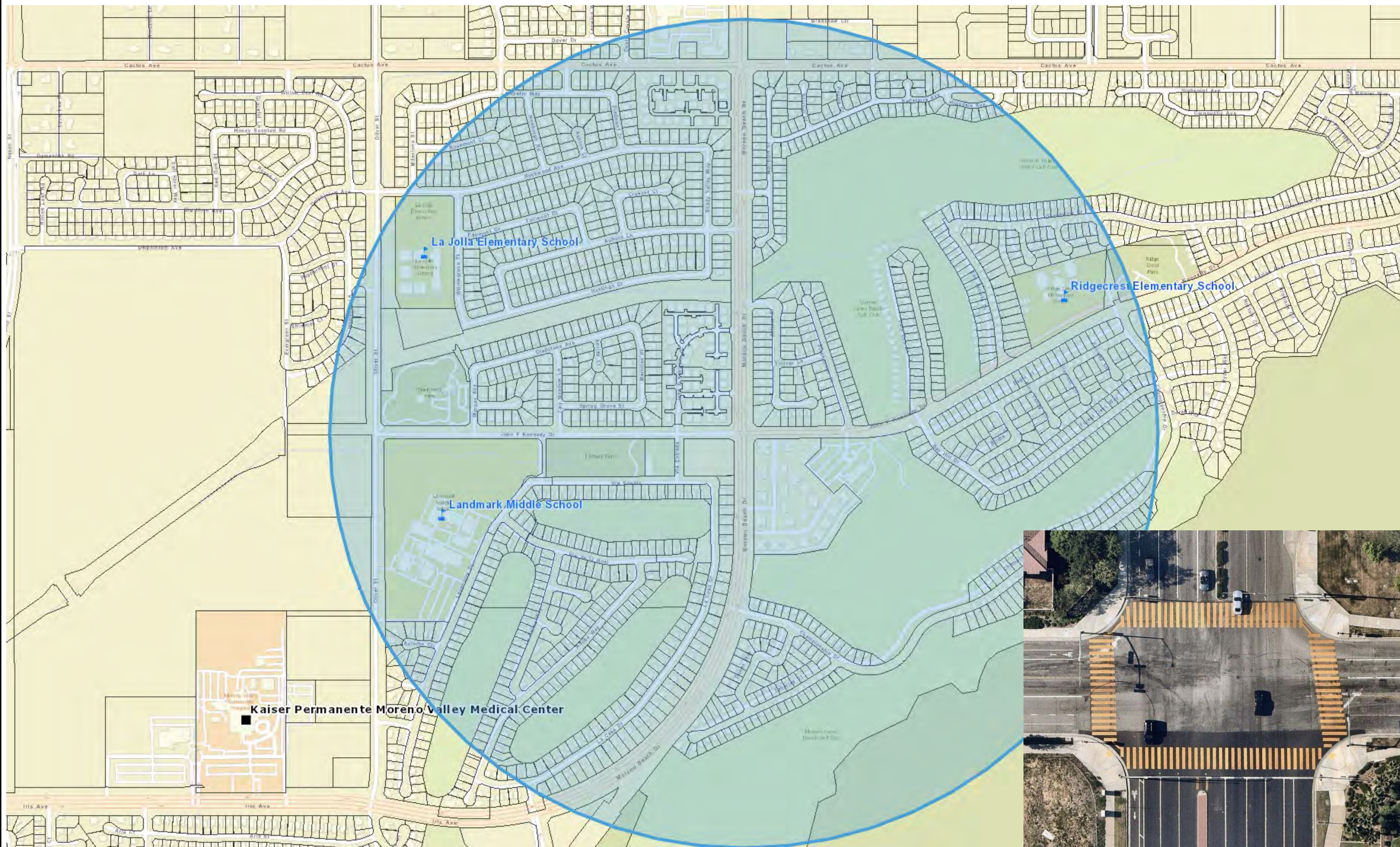
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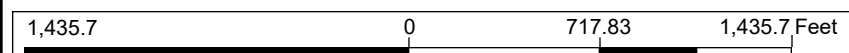
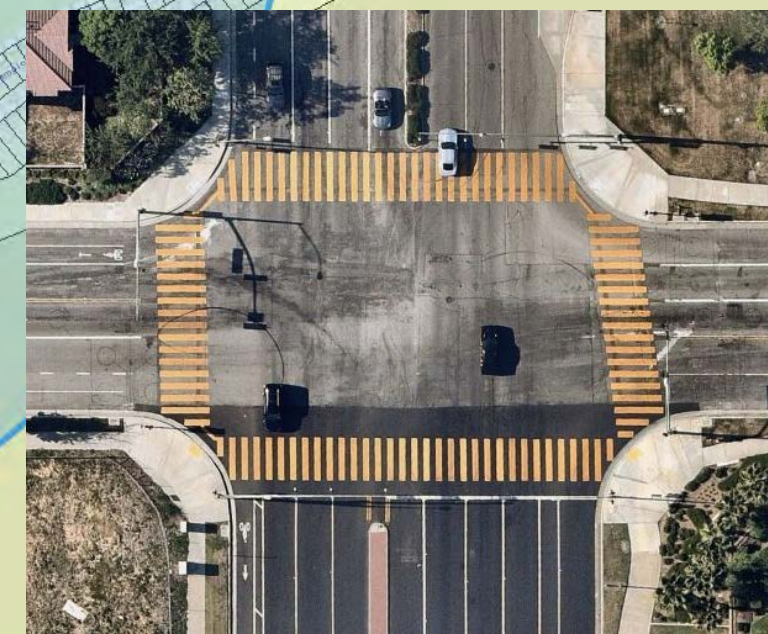
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Notes

Moreno Beach Drive and John F. Kennedy Drive



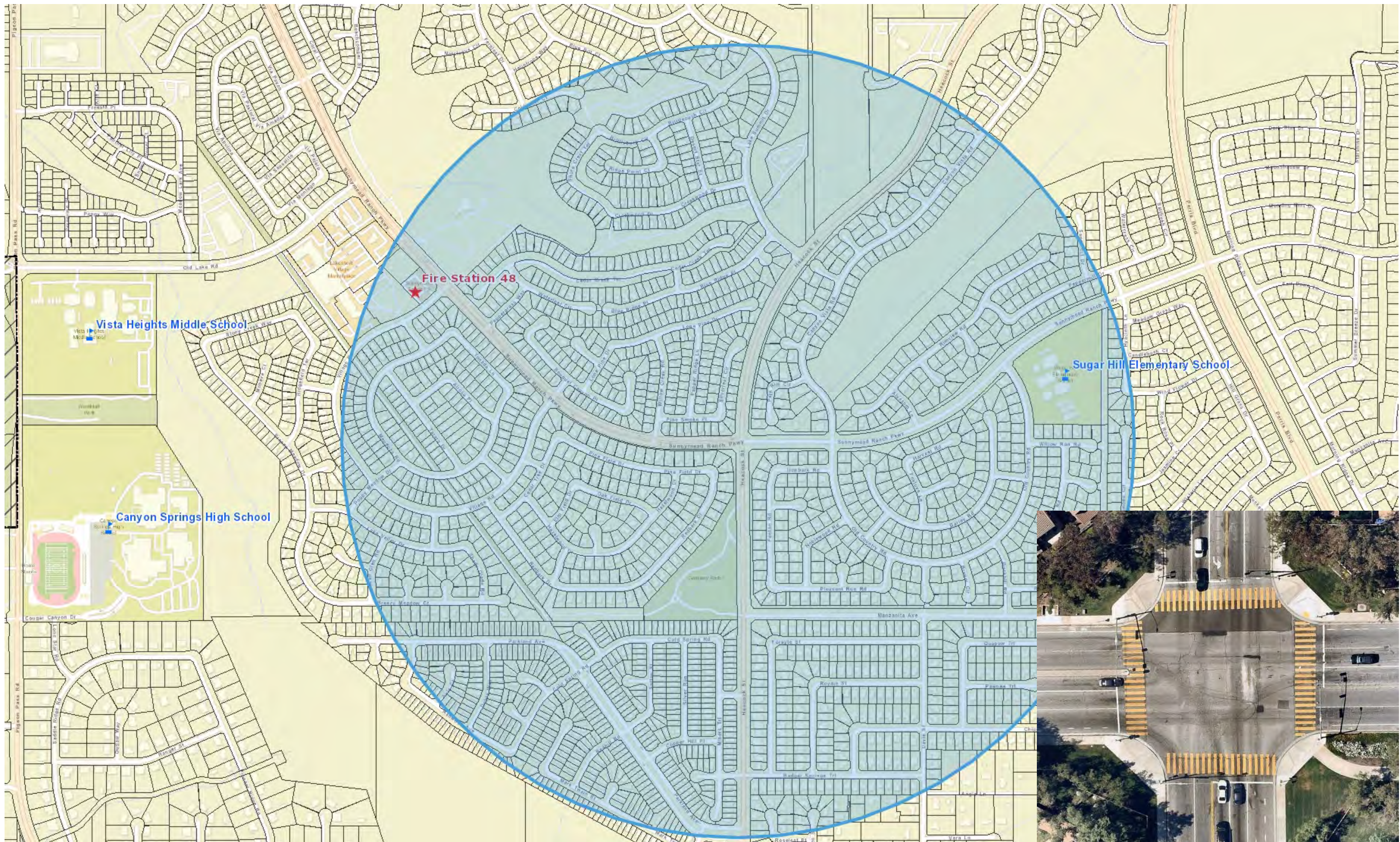
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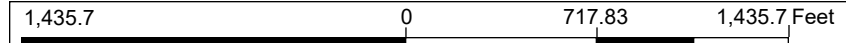
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Notes

Sunnymead Ranch Parkway and Heacock Street



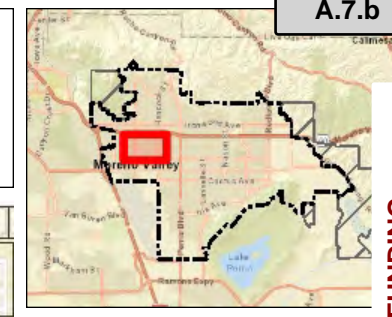
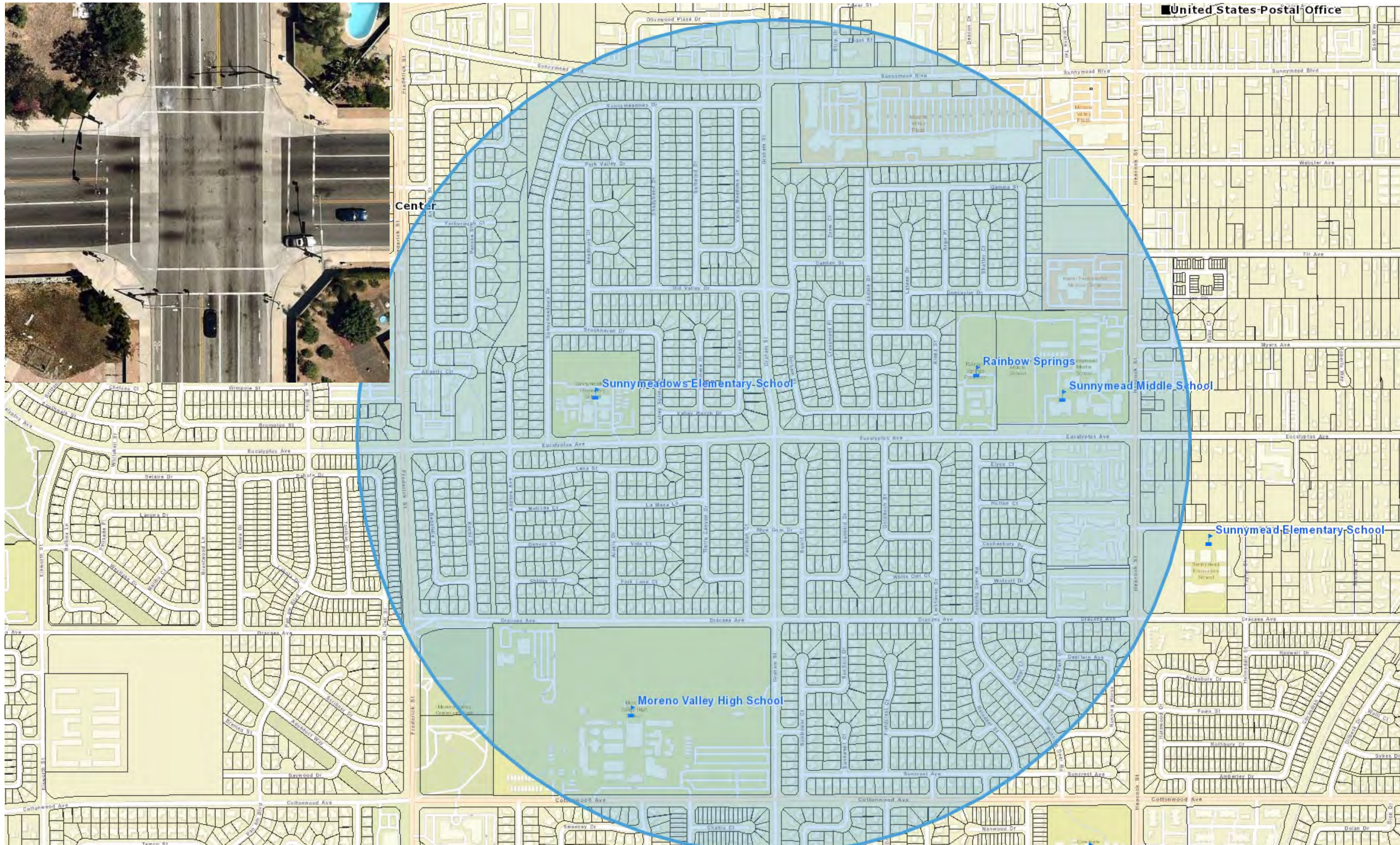
- Legend**
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 - Parcels
 - City Boundary
 - Sphere of Influence



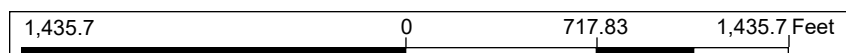
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Notes

Graham Street and Eucalyptus Avenue



- Legend**
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 - Sphere of Influence



WGS_1984_Web_Mercator_Auxiliary_Sphere

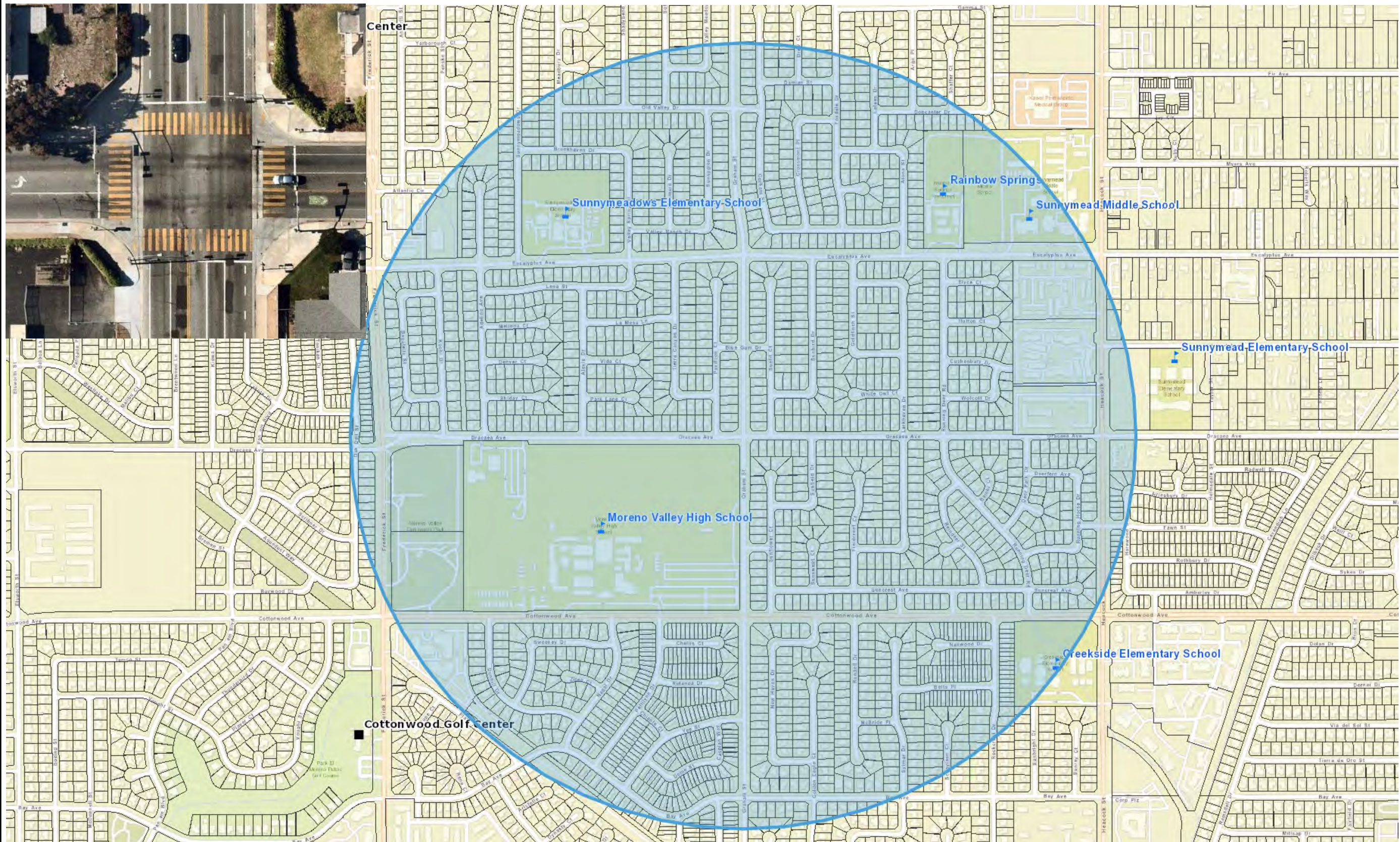
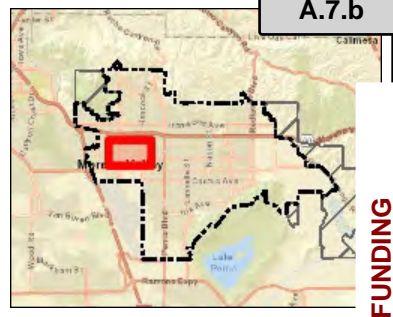
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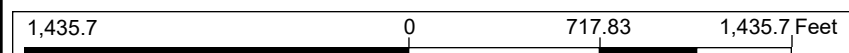
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Notes

Graham Street and Dracaea Avenue



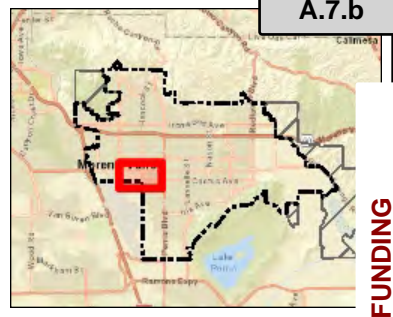
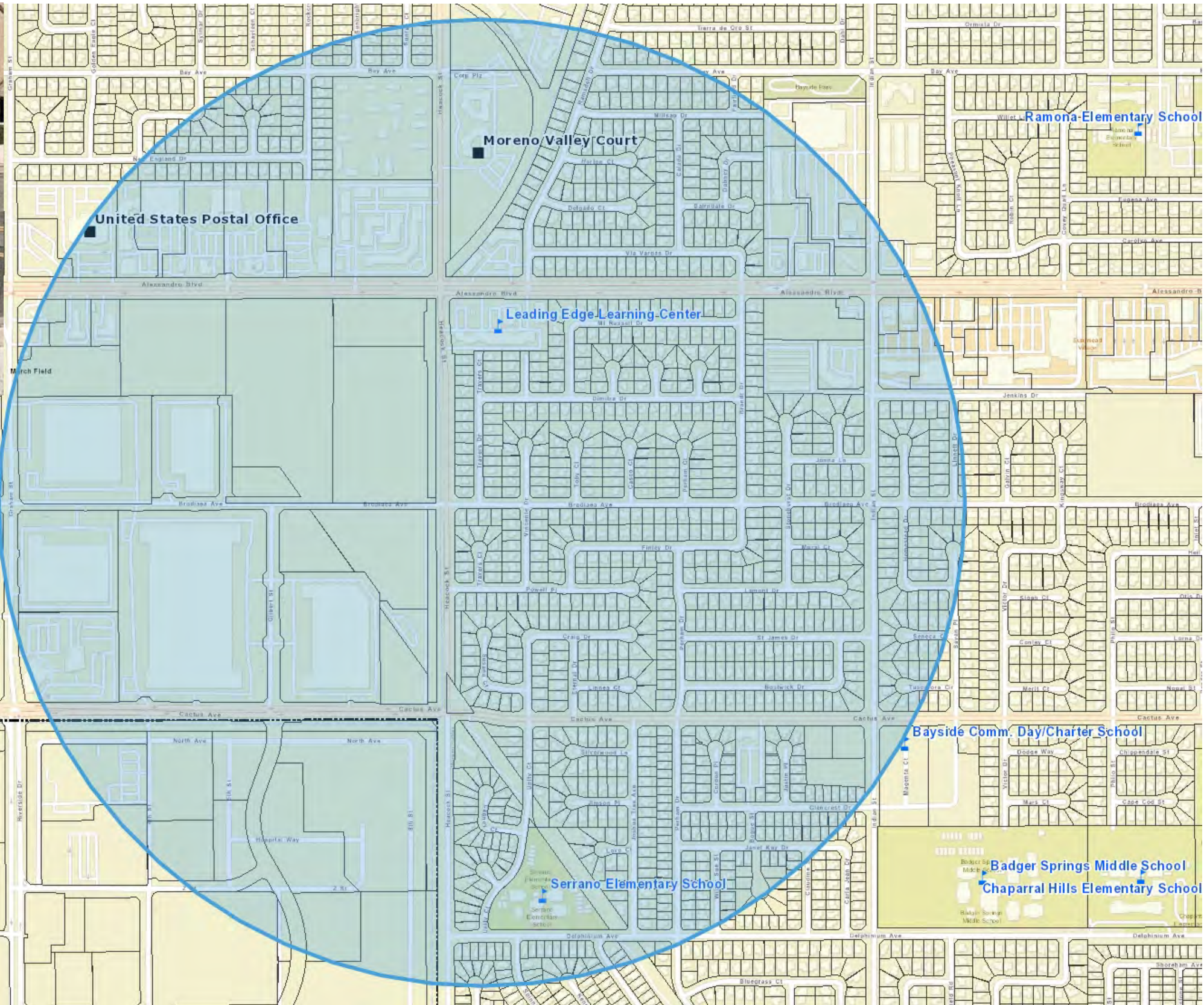
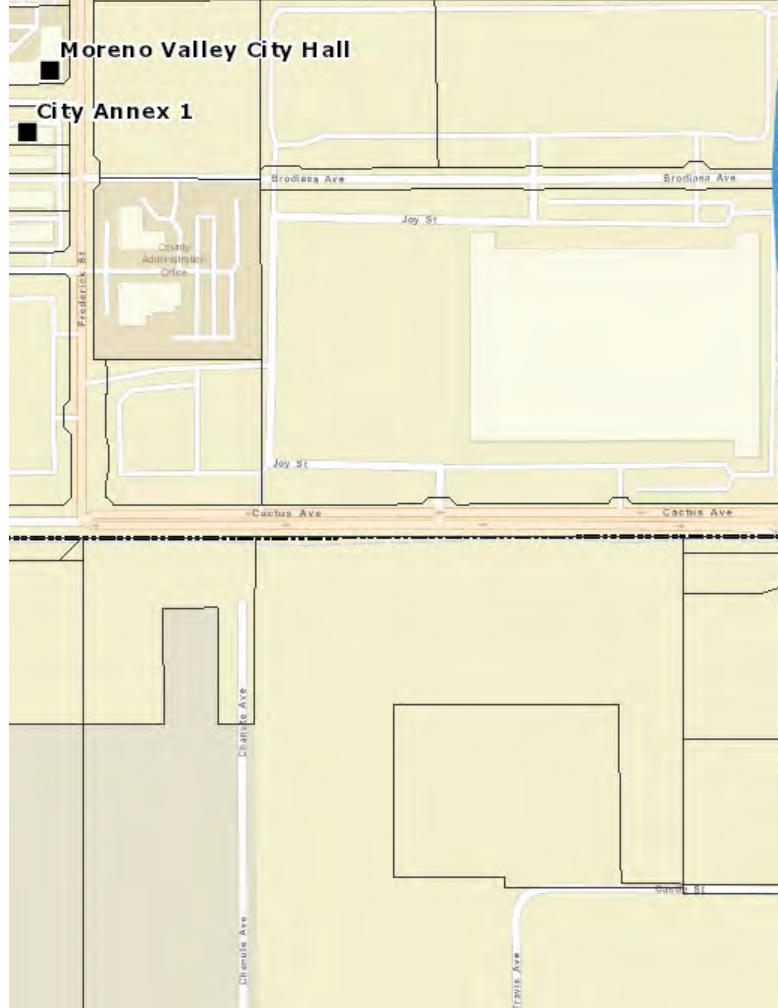
- Legend**
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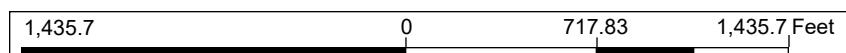
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Notes

Brodiaea Avenue and Travers Drive



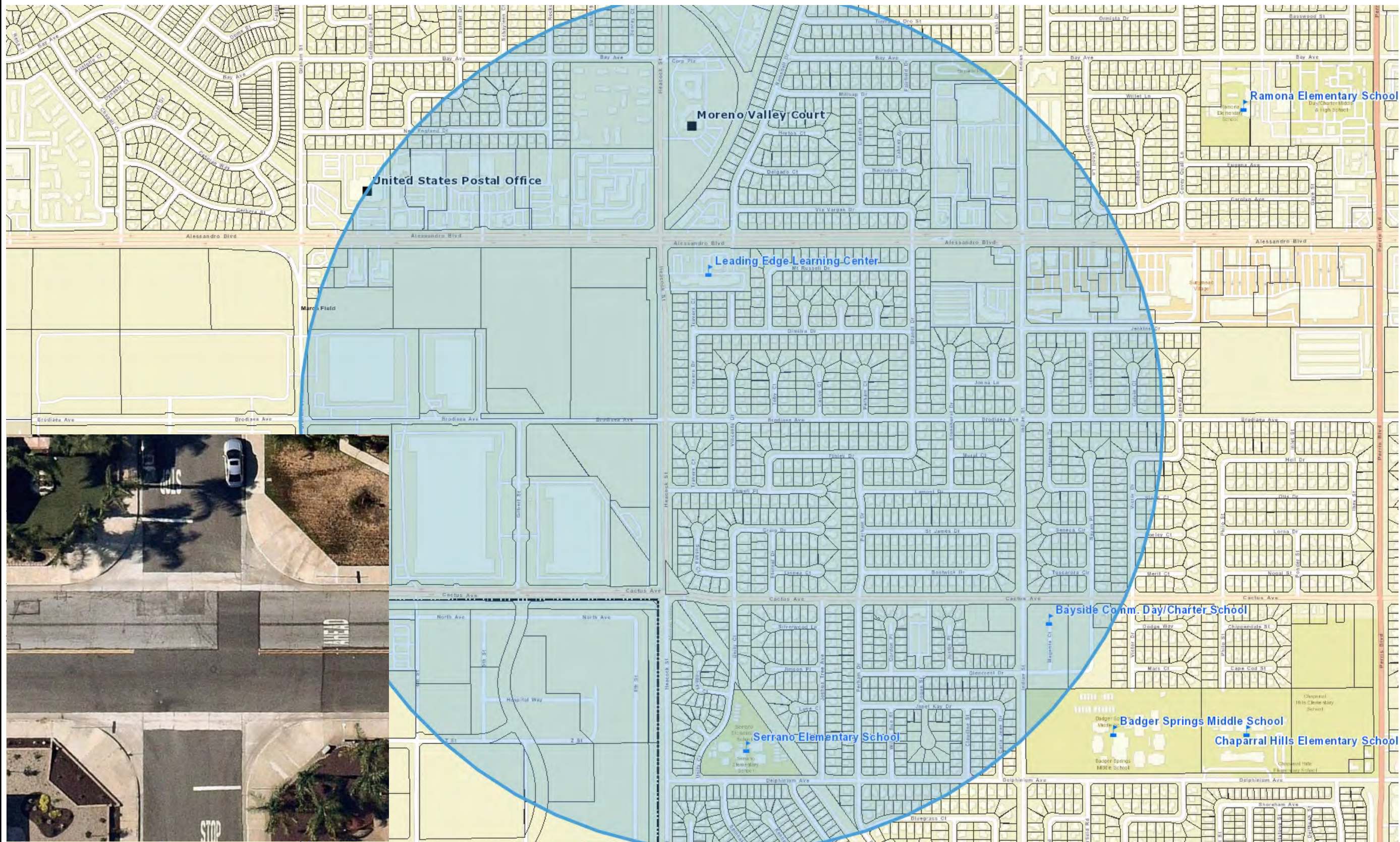
- Legend**
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 - Parcels
 - City Boundary
 - Sphere of Influence



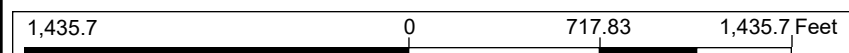
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Notes

Brodiaea Avenue and Vincente Drive



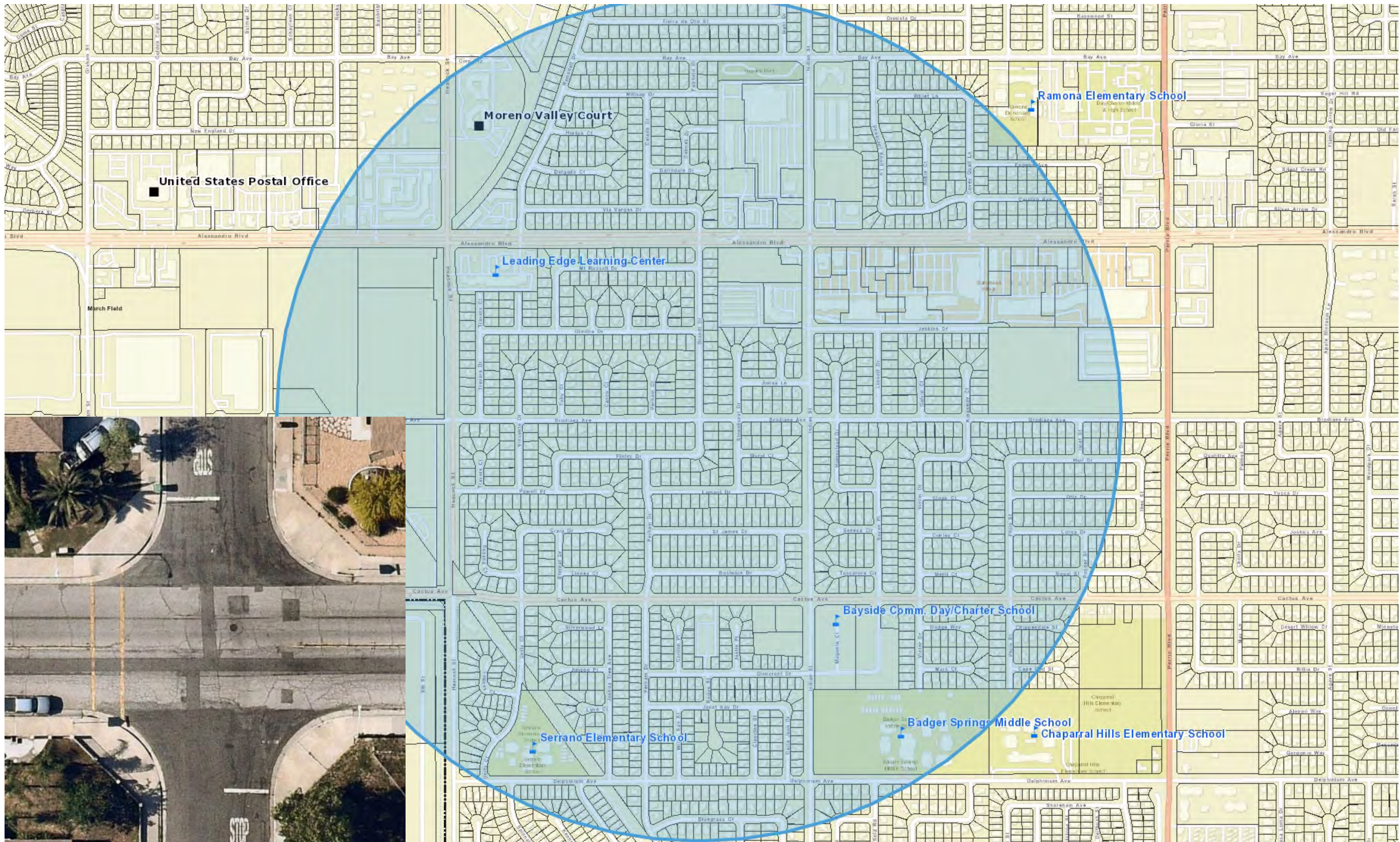
- Legend**
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Notes

Brodiaea Avenue and Brandt Drive



- Legend**
- Schools
 - Public Facilities
 - Public Facilities
 - ★ Fire Stations
 - Parcels
 - City Boundary
 - Sphere of Influence



1,435.7 0 717.83 1,435.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

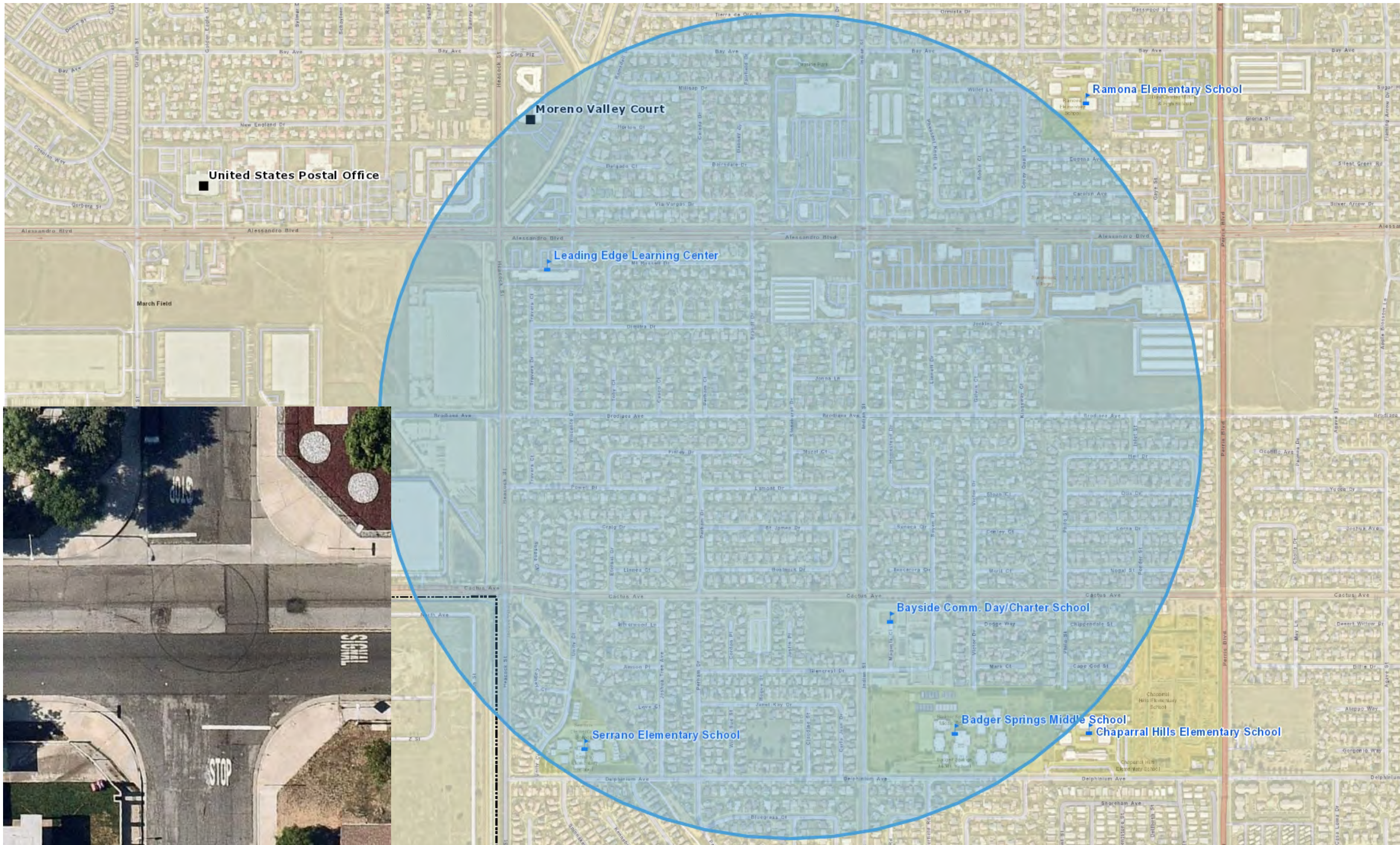
Print Date: 4/22/2021



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Notes

Brodiaea Avenue and Stonehurst Drive



- Legend**
- Schools
 - Public Facilities
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

Image Source: Nearmap

1,435.7 0 717.83 1,435.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

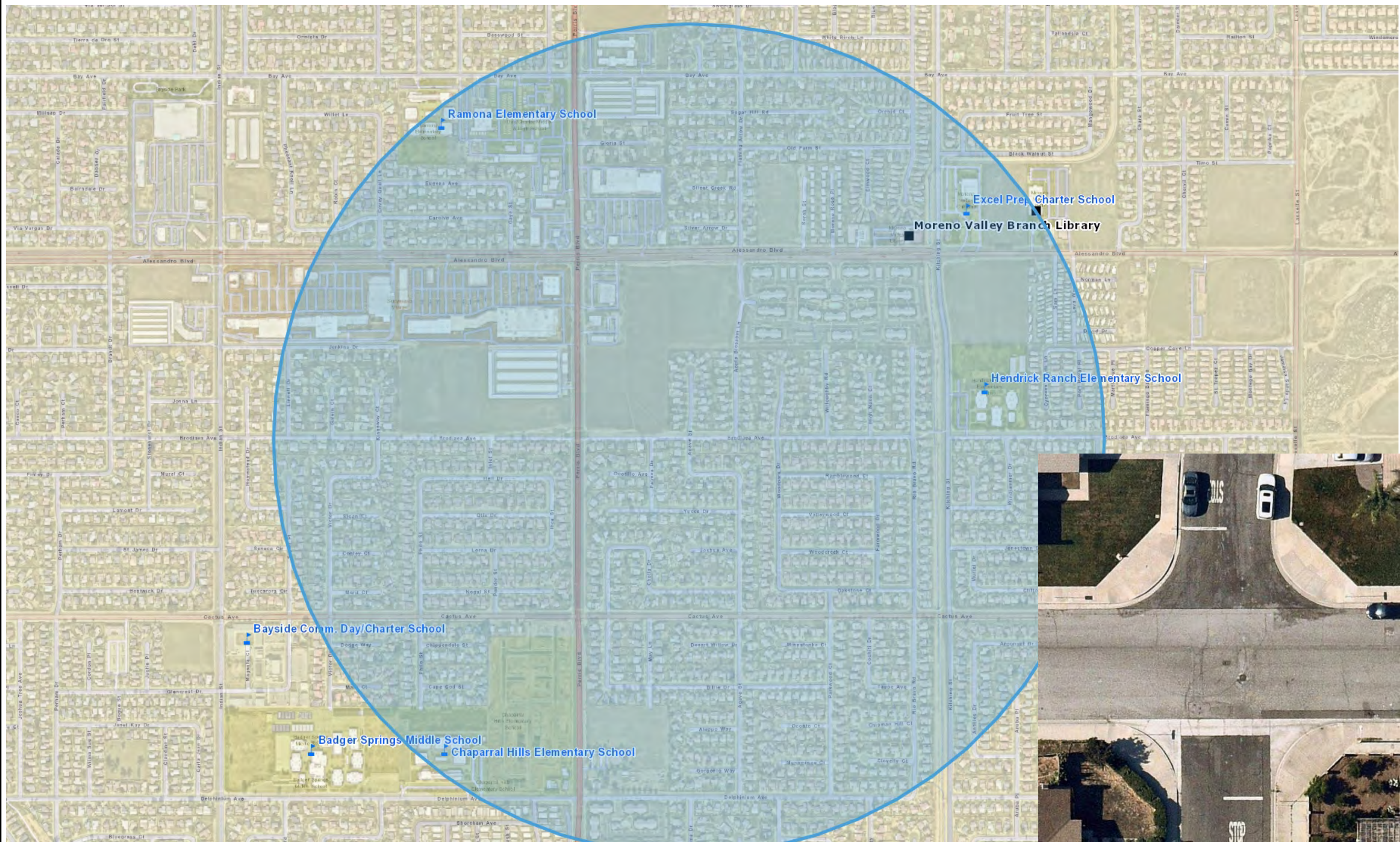
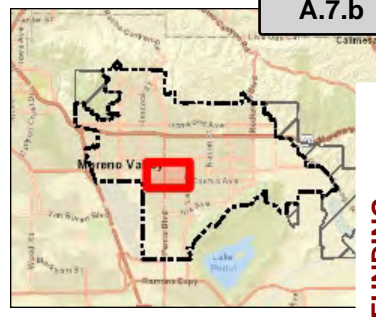
Print Date: 4/22/2021



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Notes

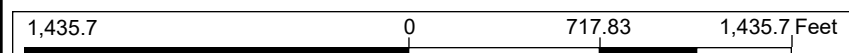
Brodiaea Avenue and Agave Street



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence



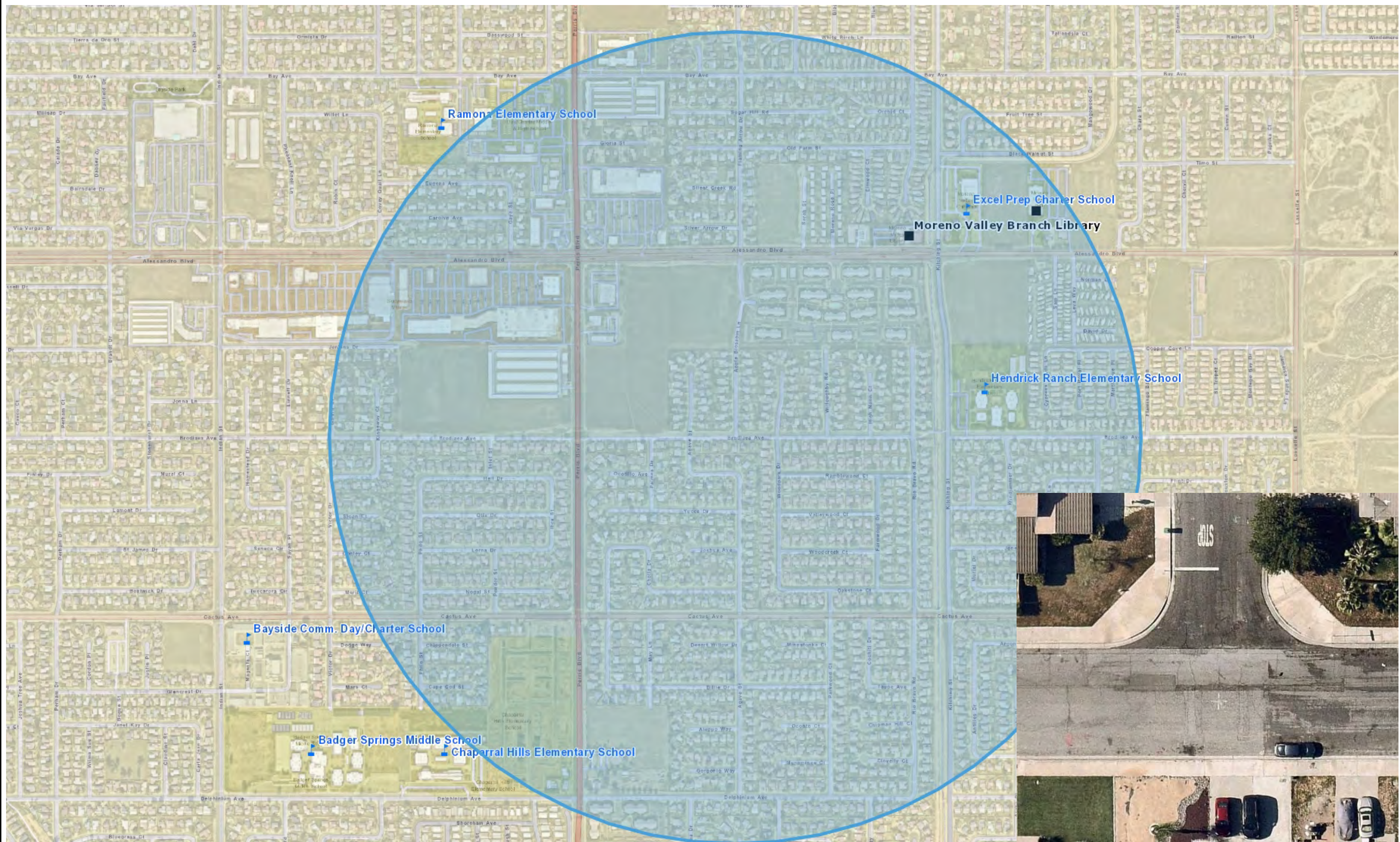
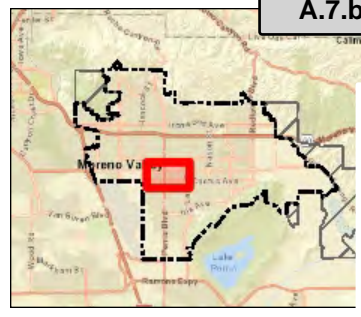
Image Source: Nearmap



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Notes

Brodiaea Avenue and Apple Blossom Lane

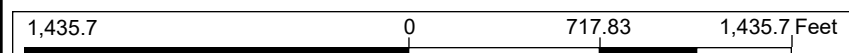


Legend

- Schools
- Public Facilities**
- Public Facilities
- ★ Fire Stations
- City Boundary
- Sphere of Influence



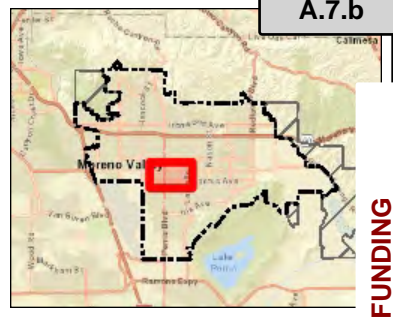
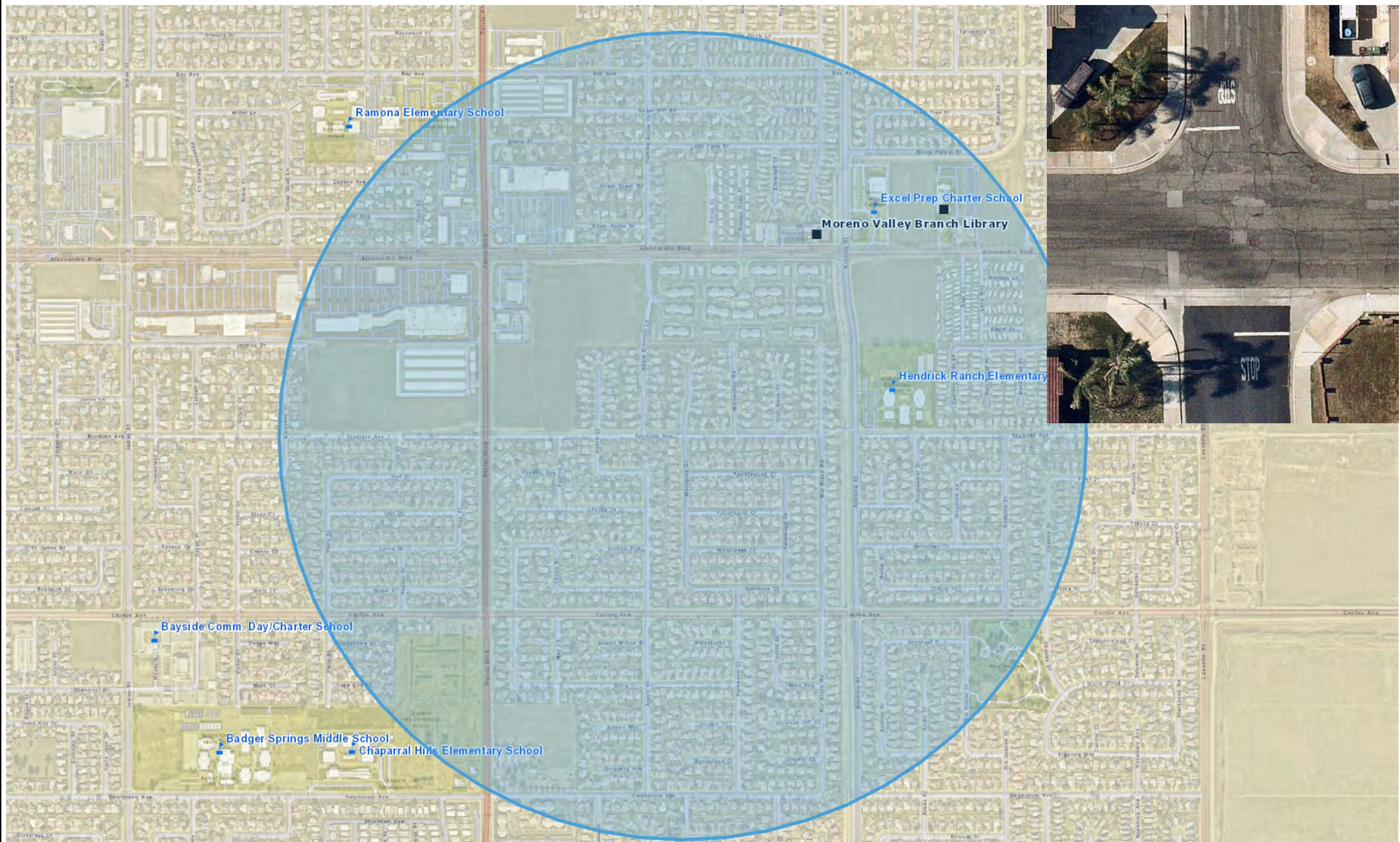
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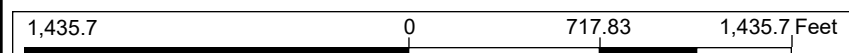
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Notes

Brodiaea Avenue and Woodpark Drive



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence

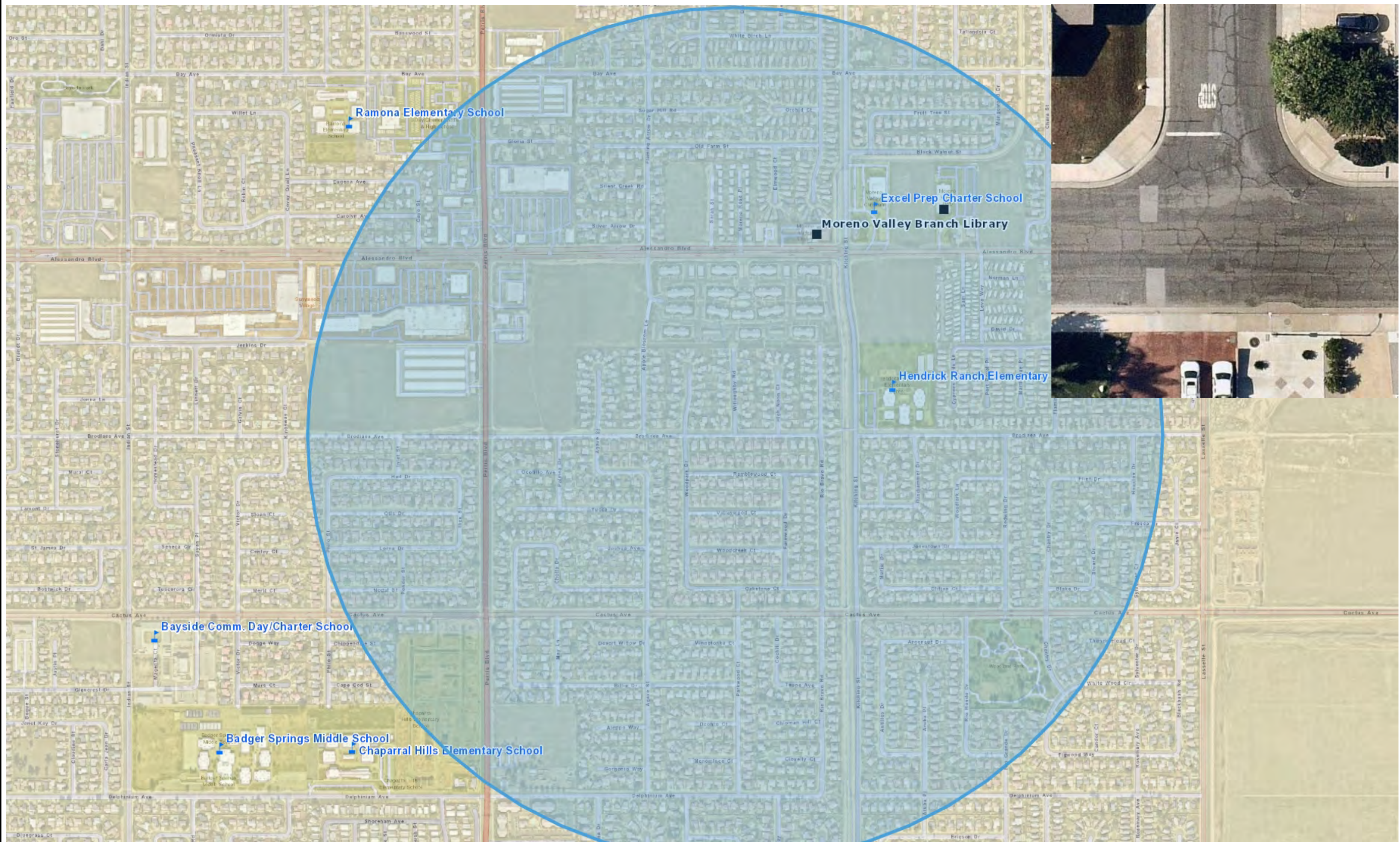
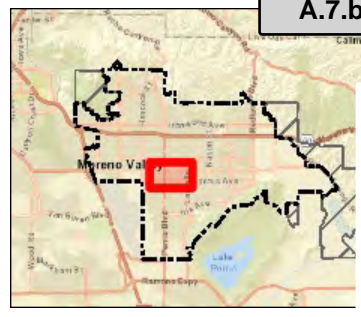


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Image Source: Nearmap

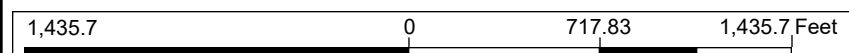
Notes

Brodiaea Avenue and Willoughby Road



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence

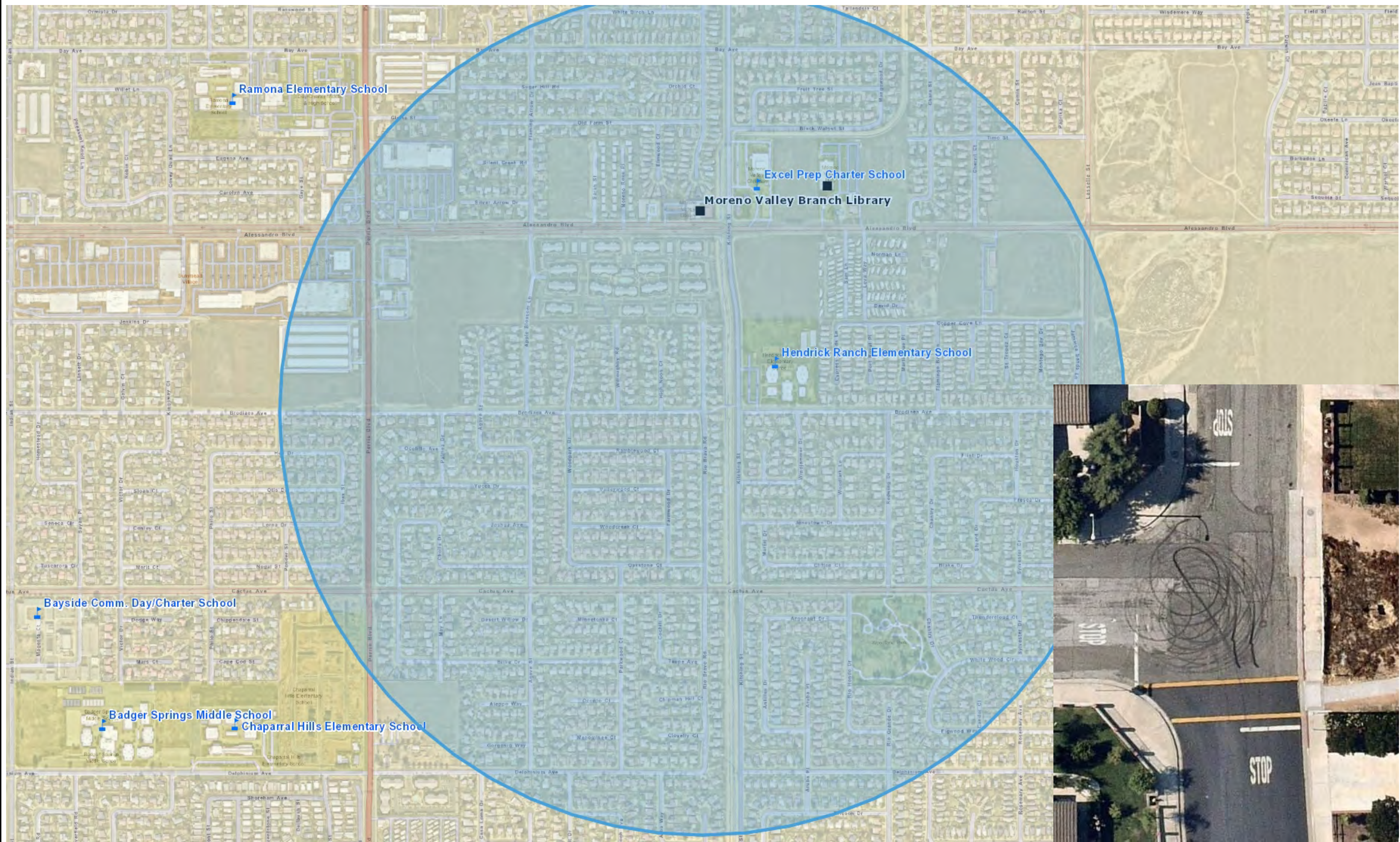
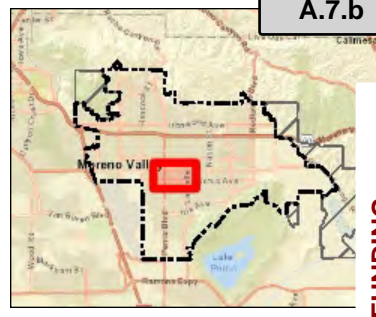
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Notes

Brodiaea Avenue and Rio Bravo Road

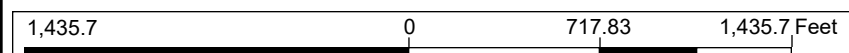


Legend

- Schools
- Public Facilities
- Public Facilities
- ★ Fire Stations
- City Boundary
- Sphere of Influence



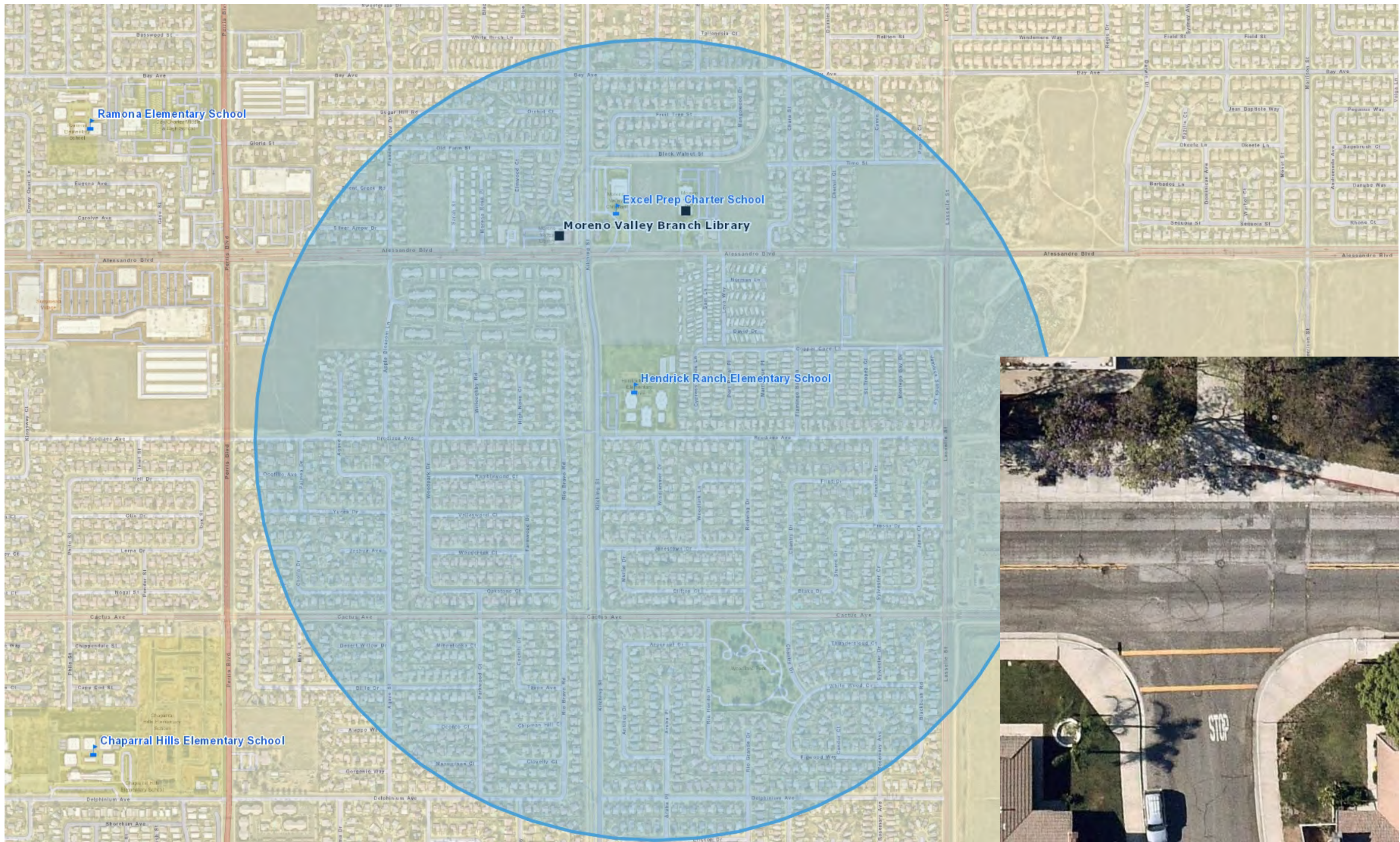
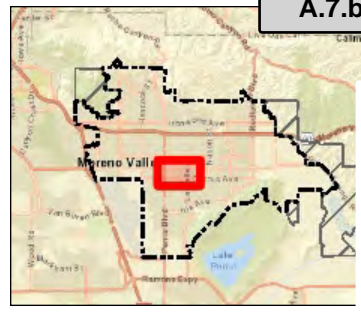
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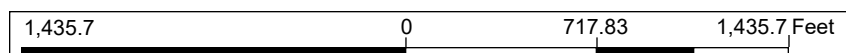
Brodiaea Avenue and Windjammer Drive



- Legend**
- Schools
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence



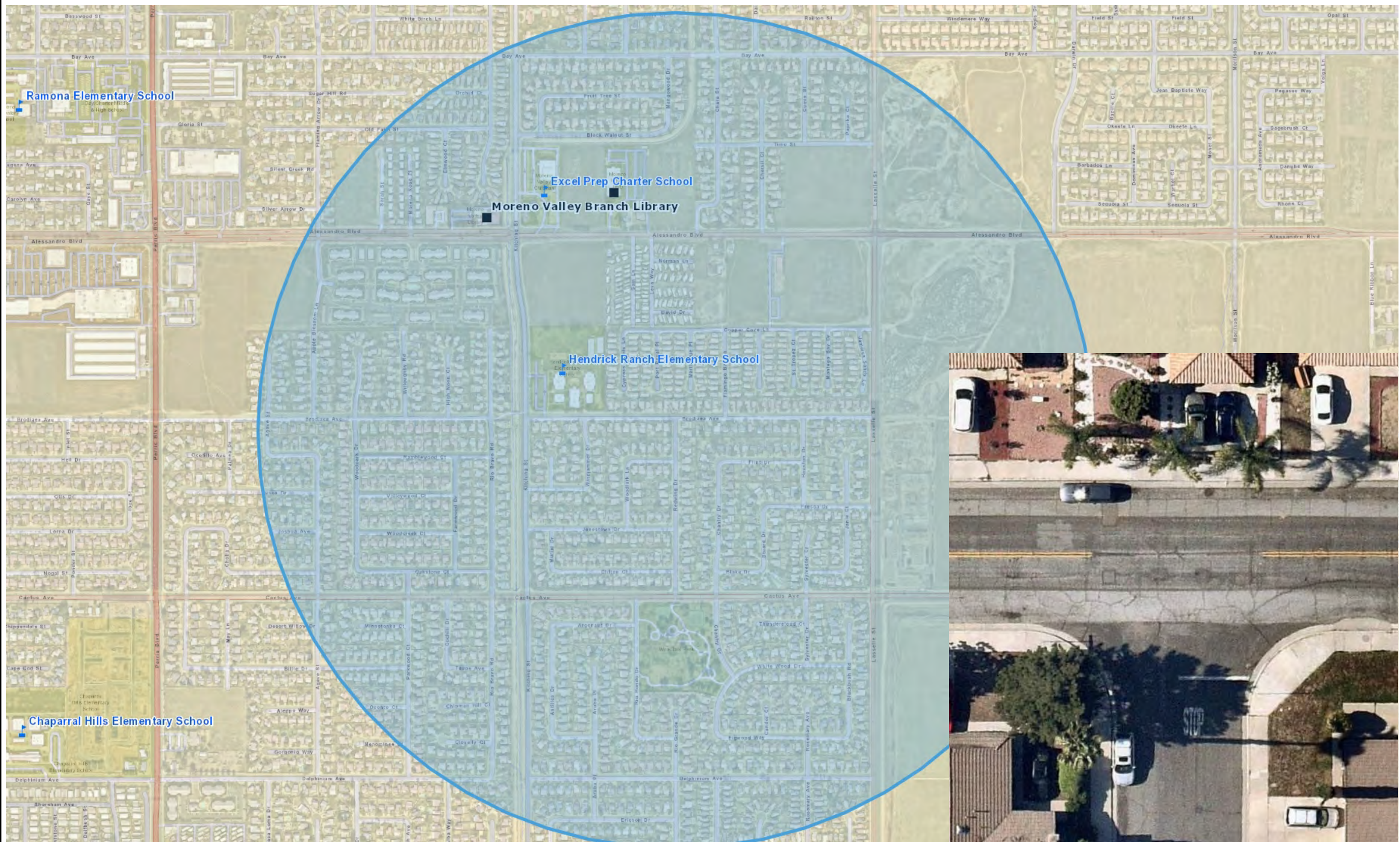
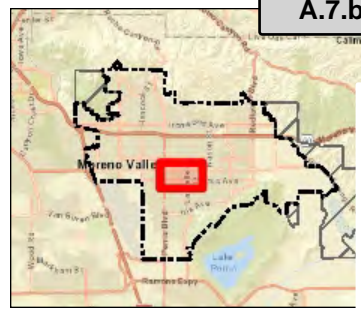
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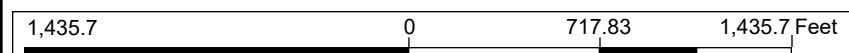
Brodiaea Avenue and Redwing Drive



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - ▭ City Boundary
 - Sphere of Influence



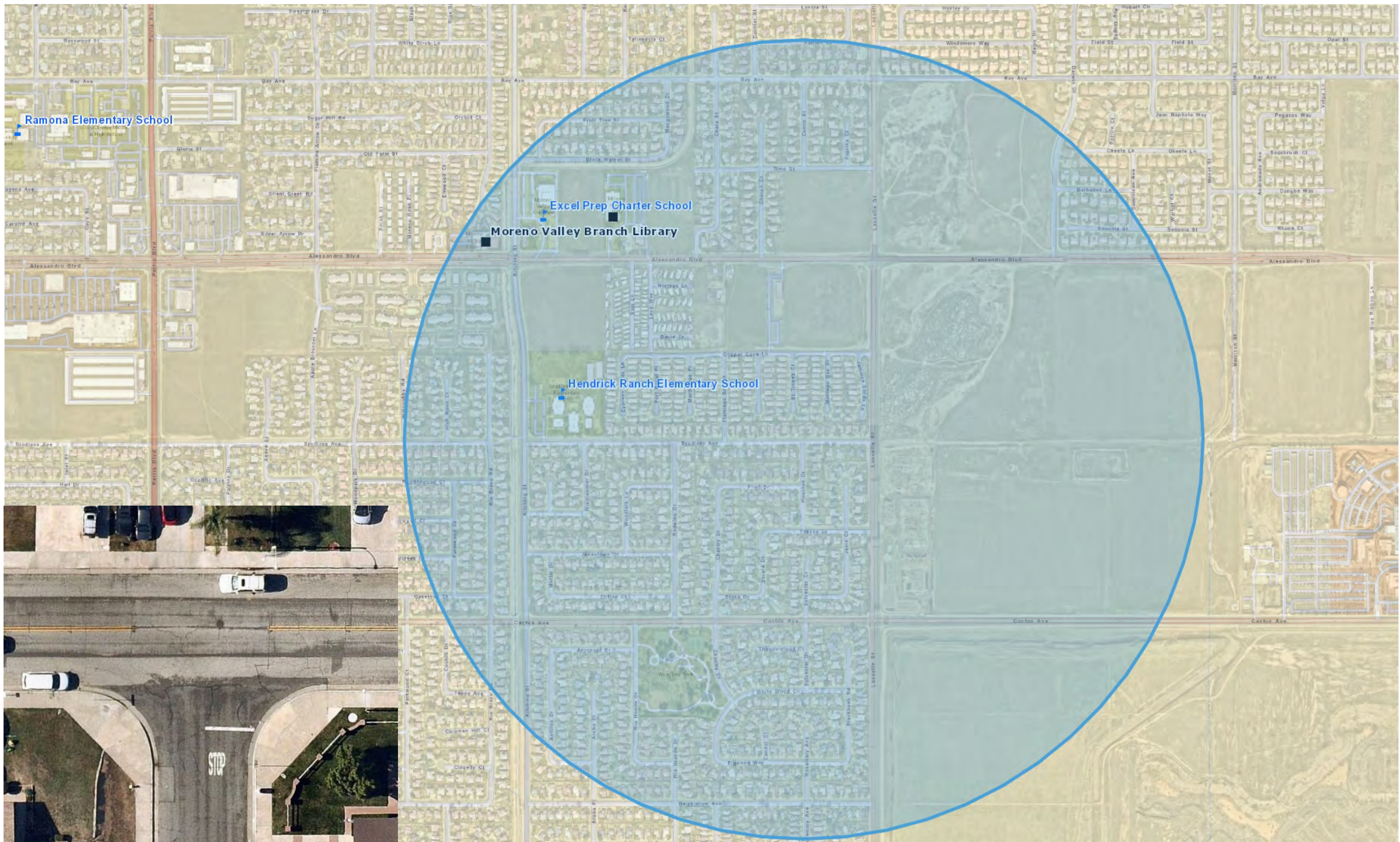
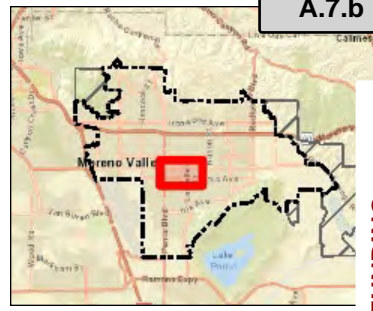
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Notes

Brodiaea Avenue and Houston Drive



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence



1,435.7 0 717.83 1,435.7 Feet

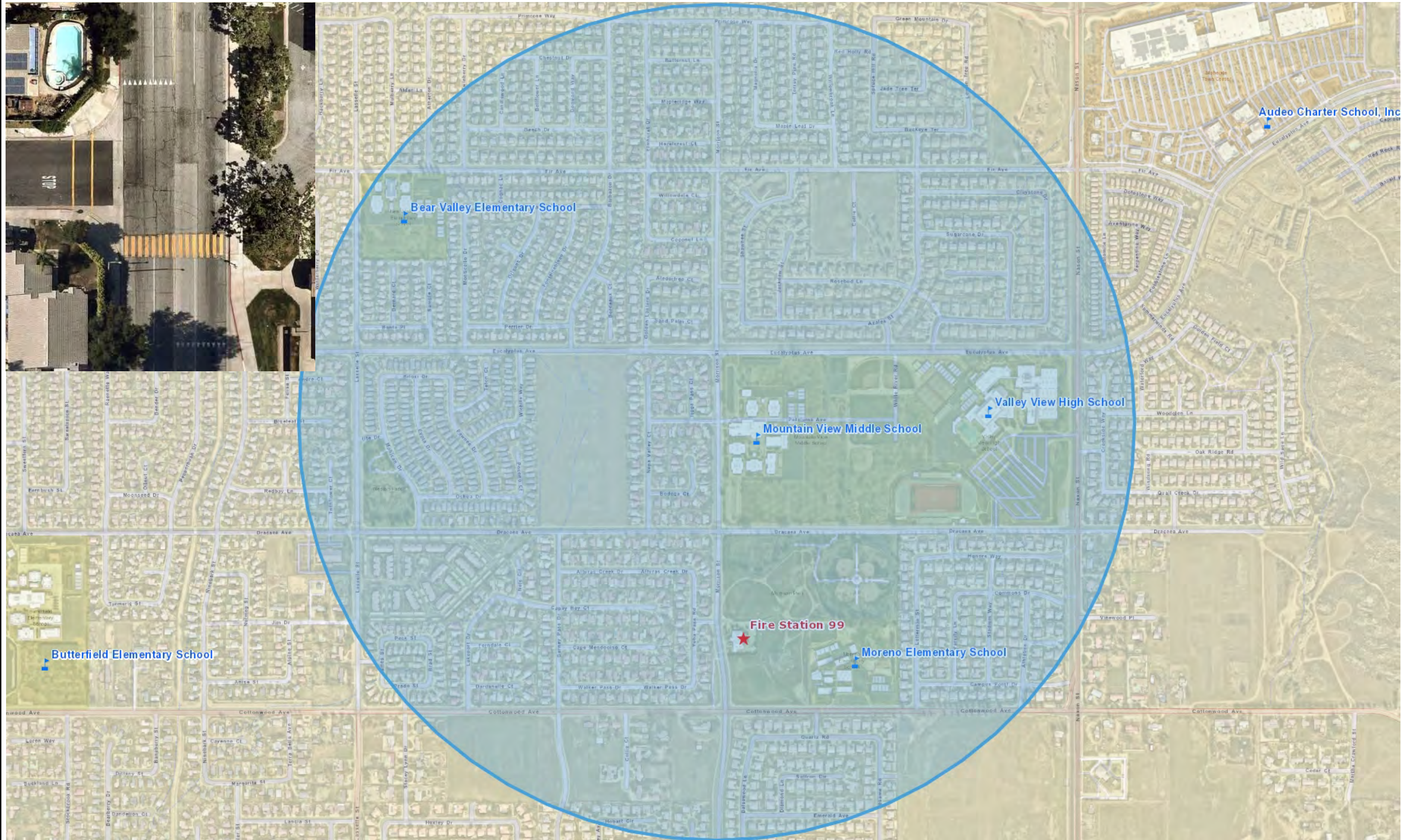
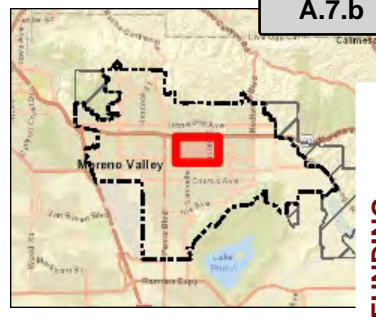


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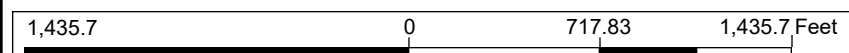
Notes

Morrison Street and Petaluma Avenue



- Legend**
- Schools
 - Public Facilities
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

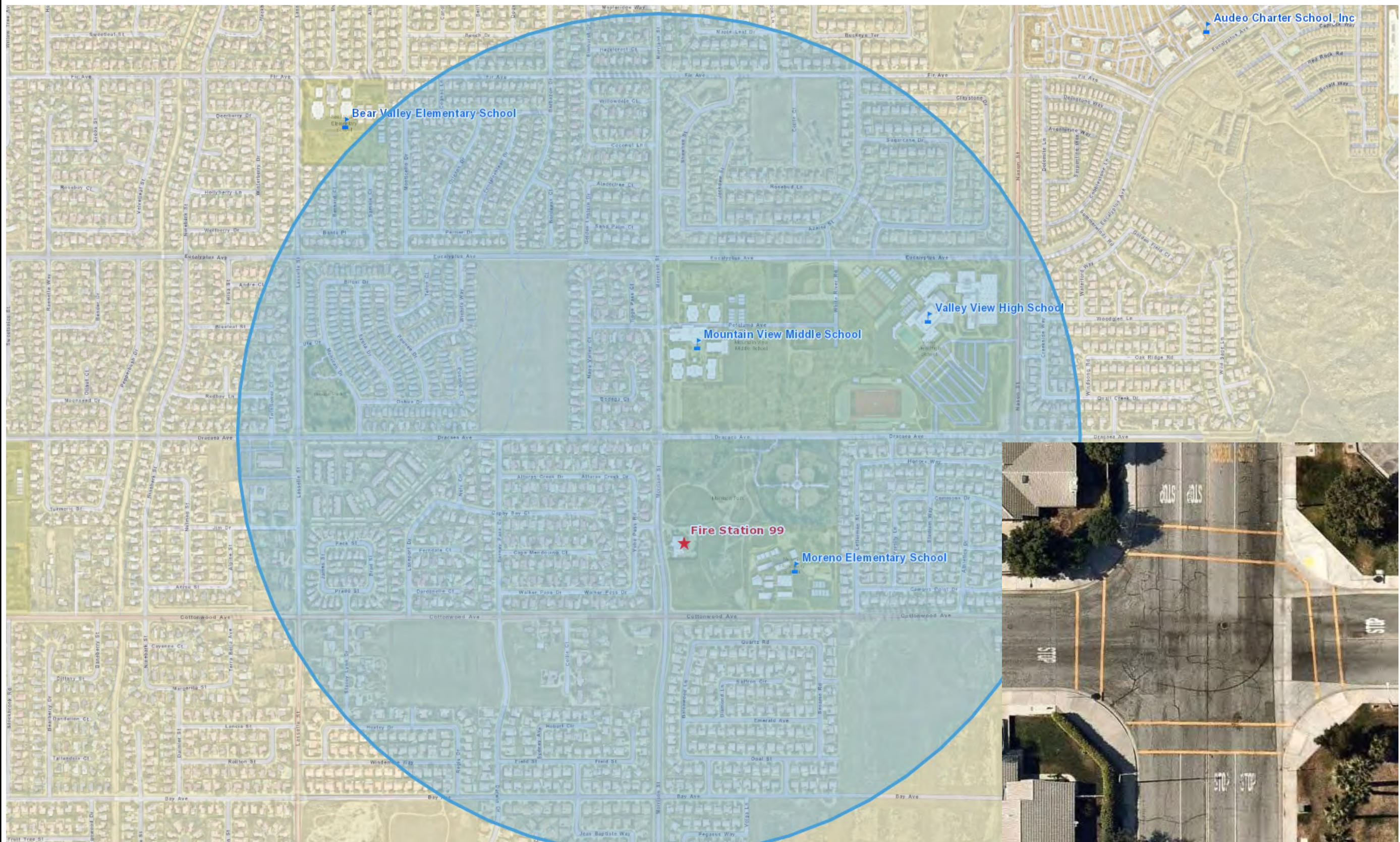
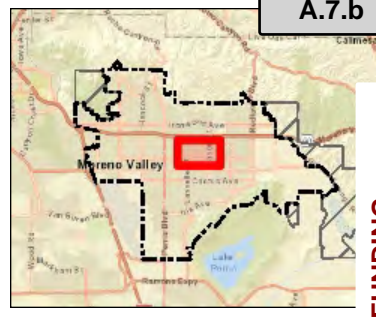


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Image Source: Nearmap

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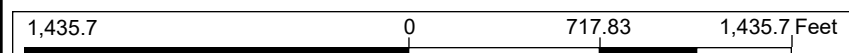
Morrison Street and Dracaea Avenue



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence



Image Source: Nearmap



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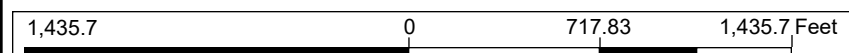
John F. Kennedy Drive and Championship Drive



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence



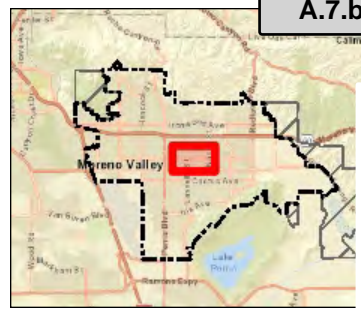
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Notes

Cottonwood Avenue and Burney Pass Drive



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - ★ Fire Stations
 - City Boundary
 - Sphere of Influence

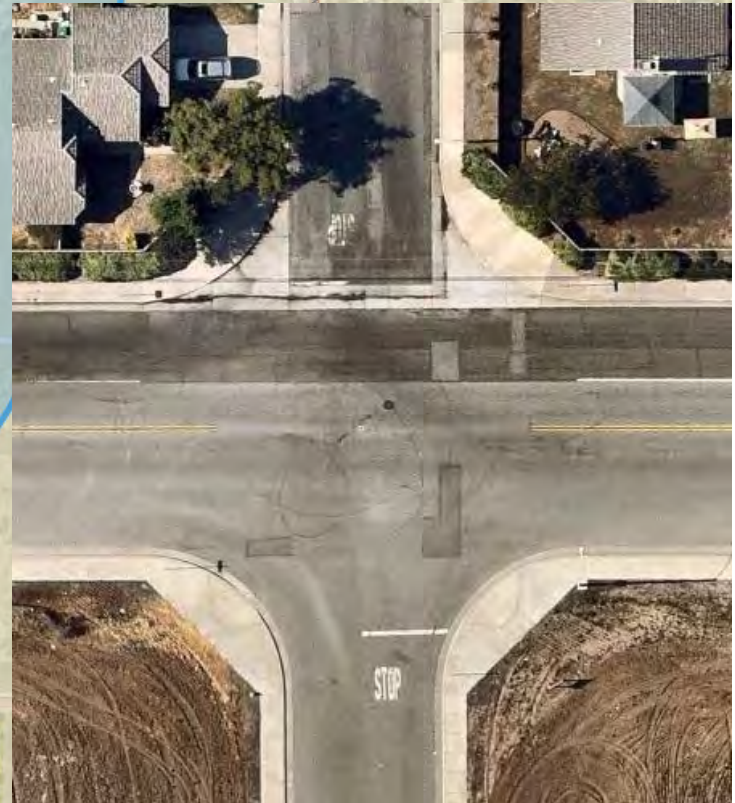
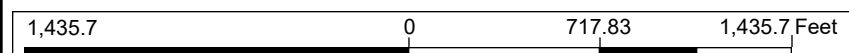


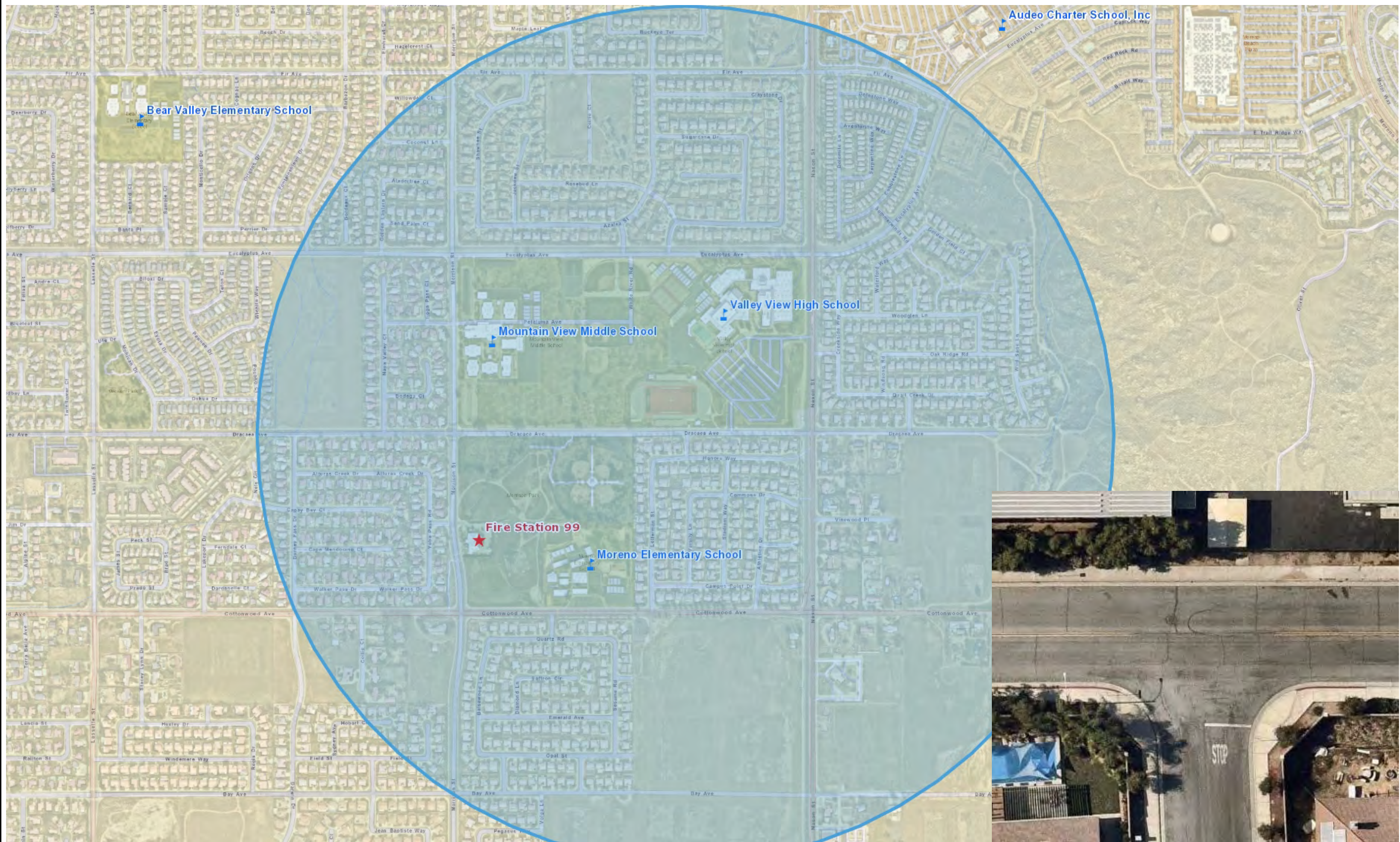
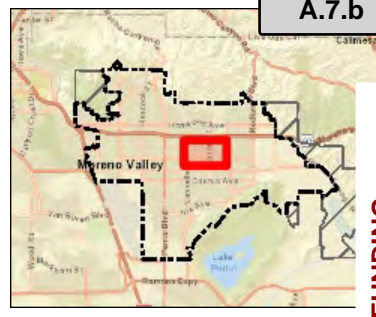
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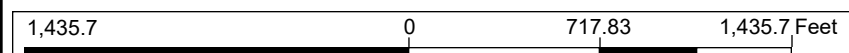
Dracaea Avenue and Mascot Lane



- Legend**
- Schools
 - Public Facilities**
 - Public Facilities
 - Fire Stations
 - City Boundary
 - Sphere of Influence



Image Source: Nearmap



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Notes



OTS Crash Rankings Results

OTS CRASH RANKINGS

[Click here to see how it's done now.](#)

Select a Year and City/County from the drop-down lists and click on the Submit Button.

2018 DUI Arrest Ranking Data will be posted once available.

Year:

2018

City and County:

Moreno Valley

Submit

- What are the OTS Rankings? +
- How are the OTS Rankings determined? +
- How to Read and Understand the OTS Rankings +

Agency	Year	County	Group	Population (Avg)	DVMT
Moreno Valley	2018	RIVERSIDE COUNTY	B	207181	1633834

TYPE OF CRASH	VICTIMS KILLED & INJURED	OTS RANKING
Total Fatal and Injury	580	54/59
Alcohol Involved	40	55/59
Had Been Drinking Driver < 21	2	43/59
Had Been Drinking Driver 21 – 34	15	52/59
Motorcycles	20	56/59
Pedestrians	33	56/59
Pedestrians < 15	7	41/59
Pedestrians 65+	2	58/59
Bicyclists	20	54/59
Bicyclists < 15	3	46/59
Composite	254	56/59

TYPE OF CRASH	FATAL & INJURY CRASHES	OTS RANKING
Speed Related	110	44/59
Nighttime (9:00pm – 2:59am)	45	55/59
Hit and Run	42	51/59

TYPE OF ARRESTS	ARRESTS	OTS RANKING*
DUI Arrests		NA





Riverside County Sheriff's Department

Chad Bianco, Sheriff-Coroner

Moreno Valley Station

22850 Calle San Juan De Los Lagos • Moreno Valley • California • 92552-0805
www.riversidesheriff.org

April 27, 2021

Ms. Lorelle Moe-Luna
 Multimodal Services Director
 Riverside County Transportation Commission
 4080 Lemon Street, 3rd Floor
 Riverside, CA 92502

**RE: Letter of Support
 City of Moreno Valley SB-821 Grant Application for Pedestrian Access Ramps
 Project**

Dear Ms. Moe-Luna,

I am pleased to submit this letter of support for the City of Moreno Valley's application for TDA Article 3 (SB 821) Bicycle and Pedestrian Facilities Program Fiscal Year 2021/22 to provide American with Disabilities (ADA) compliance and safety enhanced access ramps at twenty-seven intersections throughout the City. This project is a priority project identified in the City's Capital Improvement Plan.

This project will improve safety and enhance pedestrian infrastructure for residences located immediately along the improvements. These improvements will provide ADA compliant access ramps for nearby schools and transit stations. Because the improvements are located in primarily residential areas near several schools, the benefits are expected to be increased due to the larger number of students and families walking to school.

I endorse the efforts and contributions of the City of Moreno Valley towards a sustainable transportation future with this project and respectfully request that the Riverside County Transportation Commission strongly consider it for Fiscal Year 2021/22 SB-821 funding.

Sincerely,

John Salisbury, Captain

Cc: File



1825 Third Street
P.O. Box 59968
Riverside, CA 92517-1968
Phone: (951) 565-5000
Fax: (951) 565-5001

April 27, 2021

Ms. Lorelle Moe-Luna
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

SUBJECT: LETTER OF SUPPORT FOR THE CITY OF MORENO VALLEY'S GRANT APPLICATION TO THE FISCAL YEAR 2021 (FY21) SENATE BILL (SB) 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM.

Dear Ms. Lorelle Moe-Luna,

The Riverside Transit Agency (RTA) strongly supports the City of Moreno Valley's application to the SB 821 Bicycle and Pedestrian Facilities Program which will install American with Disabilities Act (ADA) compliant access ramps at twenty-seven intersections throughout Moreno Valley. This is a priority project identified in the City's Capital Improvement Plan. Installing these ramps will improve mobility and safety, enhance pedestrian infrastructure and provide ADA compliant access ramps for nearby schools and transit stations. Moreover, the improvements are predominantly located in residential areas near several schools, benefiting the many students and families who walk to and from school.

As the Consolidated Transportation Service Agency and primary public transit provider in western Riverside County, RTA is responsible for coordinating transit services throughout the approximate 2,500 square mile service area, providing both local and regional services with 33 fixed routes, five CommuterLink express routes and Dial-A-Ride services. This project will help improve safety and accessibility for our riders who commute by bike or foot to bus stops in the City of Moreno Valley. RTA anticipates that this project, once complete, will improve first-mile/last-mile connections and encourage more people to walk, bike and take public transit. This project will provide numerous benefits to the region including reduced congestion, decreased greenhouse gas emissions and improved safety.

RTA strongly supports the City of Moreno Valley's Project. If you need additional information or have questions for RTA regarding its support of this project, please contact me at kwarsinski@rivsidetransit.com or at (951) 565-5136.

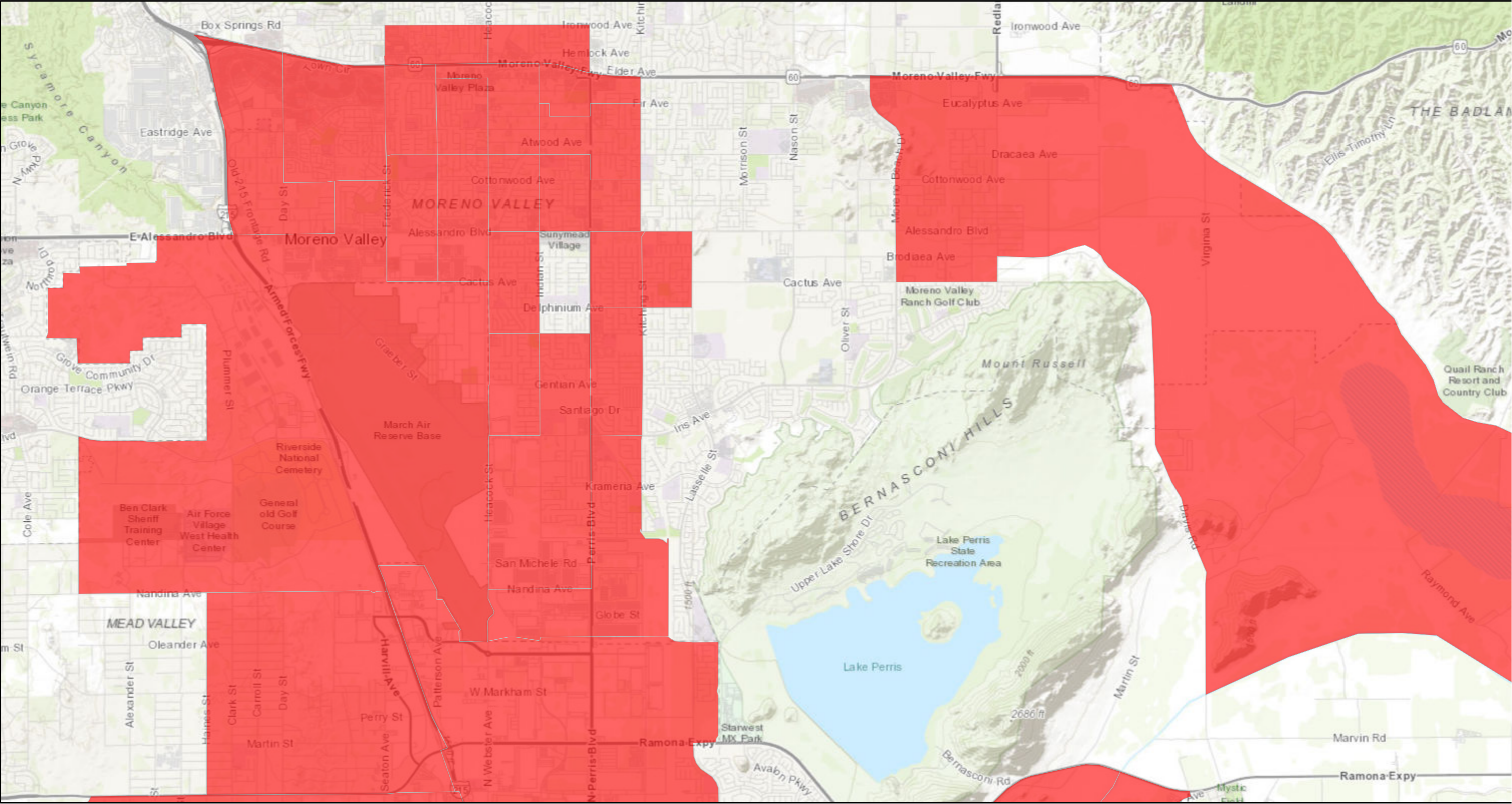
Sincerely,

DocuSigned by:

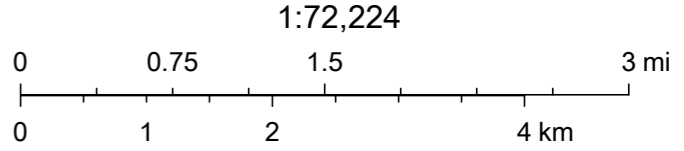
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Kristin Warsinski
Director of Planning

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING

City of Moreno Valley - SB-535 Disadvantaged Communities



April 29, 2021



Loma Linda University, County of Riverside, San Bernardino County, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING APPROPRIATION FOR

ATTACHMENT 2

(PROGRAM POLICIES)

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE
AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES**Transportation Development Act Policies

1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
2. If a project cannot be fully funded, RCTC may recommend partial funding for

- award. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.
3. Agencies awarded funds will not be reimbursed for any project cost overruns.
 4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion. Claims need to include: the claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), and photographs of the completed project.
 5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio as presented in the application.
 6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
 7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
 8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
 9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
 10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
 11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
 12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.

13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.
16. Awarded agencies can commence reimbursable project activities on July 1 of the Call for Project fiscal year cycle. E.g.: for FY 21/22 Call for Projects, reimbursable work starts on July 1, 2021.
17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 21/22 Call for Projects, MOUs must be executed by October 1, 2021.

ATTACHMENT 3

TDA ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES
NON-TRANSIT CLAIM FORM

CLAIMANT: _____ COUNTY: Riverside

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

I verify that the information on this Claim Form is true and accurate to the best of my knowledge.

Signed: _____ Date: _____

PROJECT NAME: _____

PROJECT AWARDED IN FY: _____

START DATE (Mo/Yr): _____

COMPLETED DATE (Mo/Yr): _____

TDA ARTICLE 3 REVENUES AND EXPENSES OF CLAIMANT:

Total Project Cost	\$ _____	(100 %)
Local Match Spent:	\$ _____	(%)
SB 821 Funds Spent:	\$ _____	(%)

Breakdown of Project Cost (must add up to "Total Project Cost" above):

Administration	\$ _____
PA/ED	\$ _____
PS&E	\$ _____
Right-of-Way	\$ _____
Construction	\$ _____
Other (specify): _____	\$ _____
Other (specify): _____	\$ _____

Supporting Document Checklist:

- Notice of Completion
- Before and After pictures of project site
- Paid Invoices

ASSURANCE OF MAINTENANCE SB 821 SIDEWALK/BIKEWAY FACILITIES

WHEREAS, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION HAS
ALLOCATED \$ _____ TO THE CITY/COUNTY OF _____
FOR THE IMPROVEMENT OF THE _____
SIDEWALK/BIKEWAY PROJECT; AND,

WHEREAS, THIS INVESTMENT OF PUBLIC FUNDS CAN BE FULLY REALIZED IF
THIS FACILITY IS MAINTAINED TO ADEQUATE OPERATING STANDARDS FOR USE BY
COMMUTER AND RECREATIONAL PEDESTRIANS/BICYCLISTS;

THEREFORE, THE CITY/COUNTY OF _____ ASSURES
THAT THIS FACILITY WILL BE MAINTAINED AT ADEQUATE OPERATING STANDARDS.

SIGNED: _____

TITLE: _____

DATE: _____

Attachment: Riverside County Transportation Commission Agreement (4468 : ACCEPTANCE OF SB821 FUNDING AND FUNDING



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: August 3, 2021

TITLE: PAYMENT REGISTER- MAY 2021

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

The Payment Register is an important report providing transparency of financial transactions and payments for City activity for review by the City Council and the residents and businesses in Moreno Valley. The report is posted to the City's website as soon as it is available. The report is included in the City Council agenda as an additional means of distributing the report.

The payment register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The payment register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

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

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. May 2021 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/21/21 9:09 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	7/23/21 10:19 AM



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BMW MOTORCYCLES OF RIVERSIDE	30821	05/24/2021	6027211	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$103,660.56
		05/24/2021	6027298	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		05/24/2021	C18817	TRAFFIC MOTORCYCLES (3)	
Remit to: RIVERSIDE, CA					FYTD: \$168,337.45
BOGH ENGINEERING INC.	30662	05/10/2021	2	JB TRAIL ATP 3	\$474,497.37
		05/10/2021	1	JB TRAIL ATP 3	
Remit to: BEAUMONT, CA					FYTD: \$474,497.37
COUNTY OF RIVERSIDE SHERIFF	30622	05/03/2021	SH0000038652	CONTRACT LAW ENFORCEMENT BILLING #8 (01/14-02/10/21)	\$3,481,492.06
	30768	05/17/2021	SH0000038783	CONTRACT LAW ENFORCEMENT BILLING #9 (02/11-03/10/21)	\$3,372,009.85
Remit to: RIVERSIDE, CA					FYTD: \$38,307,756.62
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	241480	05/03/2021	MAR 2021	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$47,349.75
	241642	05/24/2021	APRIL 2021	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$36,833.00
Remit to: RIVERSIDE, CA					FYTD: \$242,002.57
COURTYARDS AT COTTONWOOD, L.P.	30825	05/24/2021	5	COURTYARDS AT COTTONWOOD DDA/AHA-APRIL 2021	\$123,361.04
Remit to: MORENO VALLEY, CA					FYTD: \$1,246,114.79
CSG CONSULTANTS, INC.	30769	05/17/2021	B201756	PLAN CHECK SVCS-DEC 2020	\$55,818.11
		05/17/2021	36082	BUILDING PERMIT TECHNICIAN SVCS	
		05/17/2021	B210381	PLAN CHECK SVCS-MAR 2021	
Remit to: FOSTER CITY, CA					FYTD: \$266,275.98

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DEPARTMENT OF WATER RESOURCES	241481	05/03/2021	EP-1918	ENCROACHMENT PERMIT 1918, DWR PARCEL 3-1822	\$47,299.00
Remit to: SACRAMENTO, CA					FYTD: \$54,827.00
EASTERN MUNICIPAL WATER DISTRICT	241644	05/24/2021	MAY-21 05/24/21	WATER CHARGES	\$141,675.70
		05/24/2021	APR-21 05/24/21	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$1,997,214.98
ELECNOR BELCO ELECTRIC, INC.	30673	05/10/2021	14-0543-001	ADVANCED DILEMMA ZONE DETECTION	\$148,305.69
	30771	05/17/2021	14-0495-001	UPGRADE EXISTING MARKED CROSSWALKS	\$182,780.00
Remit to: CHINO, CA					FYTD: \$331,085.69

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	30773	05/17/2021	MFP-2021-44322	METER FEES-REGULAR	\$467,349.80
		05/17/2021	40-463A-07	WA# 40-463A-LDC NANDINA INDUSTRIAL	
		05/17/2021	40-439A-02	WA# 40-439A-VIA DEL LAGO	
		05/17/2021	40-501-2104	WA# 40-501-ACQUIRED SCE STREETLIGHT MAINT.	
		05/17/2021	40-373B-10	WA# 40-373B-CACTUS COMMERCE, LP	
		05/17/2021	40-475A-01	WA# 40-475A-FRONTIER BRODIAEA-45 SFR	
		05/17/2021	0402-MF-02493	SOLAR SYSTEM INSPECTION	
		05/17/2021	40-374B-18	WA# 40-374B-CONTINENTAL VILLAGES APTS	
		05/17/2021	40-408A-20	WA# 40-408A-RANCHO BELAGO PHASE 2	
		05/17/2021	0402-MF-02495	SOLAR SYSTEM INSPECTION	
		05/17/2021	0402-MF-02494	SOLAR SYSTEM INSPECTION	
		05/17/2021	40-438B-08	WA# 40-438B-CENTURY COMMUNITIES	
		05/17/2021	C21-07	LASSELLE AND LA BARCA-VEHICLE HIT STREETLIGHT	
		05/17/2021	40-471A-02	WA# 40-471A-P&G PARKING LOT UPGRADES	
		05/17/2021	40-450B-07	WA# 040-450B-HIGHLAND FAIRVIEW CORPORATE PARK PH 2	
		05/17/2021	40-430B-05	WA# 40-430B-CITY OF MORENO VALLEY AMPHITHEATRE	
		05/17/2021	C21-11	LASSELLE BLVD.-W. OF ELSWORTH ST-VEHICLE HIT STREETLIGHT	
		05/17/2021	40-443B-09	WA# 40-443B-KIA DEALERSHIP	
		05/17/2021	C21-09	PERRIS BLVD.-VEHICLE HIT STREETLIGHT	
		05/17/2021	40-449B-06	WA# 40-449B-MERITAGE HOMES LEGACY PARK-221 HOMES	
		05/17/2021	40-452B-02	WA# 40-452B-FIRST NANDINA II LOGISTICS CENTER	
		05/17/2021	40-456A-03	WA# 40-456A-TRACT 31621 STREET LIGHTS	
		05/17/2021	40-460A-07	WA# 40-460A-DR HORTON DEL SOL TRACT 31590-96 HOMES	
		05/17/2021	MVU-2021-44321	DISTRIBUTION CHARGES 3/23-4/23/21	
		05/17/2021	40-466A-04	WA# 40-466A-HARBOR FREIGHT GENERATOR TIE-IN	
		05/17/2021	C21-13	13260 DRACAEA-VEHICLE HIT STREETLIGHT	
		05/17/2021	40-474A-01	WA# 40-474A-KB HOMES-MOOTHART 80 HOMES	

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	
ENCO UTILITY SERVICES MORENO VALLEY LLC	30773	05/17/2021	40-461A-05	WA# 40-461A-MORENO VALLEY MAJESTIC-8 SFR	
		05/17/2021	40-448B-06	WA# 40-448B-DAVIS ST.-6 SL'S	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$5,616,946.11
ENGIE SERVICES U.S. INC.	30625	05/03/2021	90022251	SOLAR CARPORT & EV CHARGING STATION-ANNEX-CS #3	\$882,075.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,013,273.72
EXELON GENERATION COMPANY, LLC	30675	05/10/2021	707318	POWER PURCHASE 4/1-4/30/21	\$603,564.00
Remit to: CHICAGO, IL					<u>FYTD:</u> \$5,884,484.27
FAIRBANK MASLIN MAULIN METZ & ASSOCIATES, INC.	241633	05/17/2021	240161	CONTRACT SVCS-POLLING SURVEY	\$34,750.00
Remit to: OAKLAND, CA					<u>FYTD:</u> \$34,750.00
HARDY & HARPER, INC.	30833	05/24/2021	47280	CITYWIDE PAVEMENT REHAB (FY 19/20)	\$386,112.70
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$3,713,026.83

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INLAND EMPIRE PROPERTY SERVICE, INC	30631	05/03/2021	2021104	WEED ABATEMENT SVCS-POORMANS RES	\$28,888.00
		05/03/2021	2021105	WEED ABATEMENT SVCS-APN 481-020-020	
		05/03/2021	21104	WEED ABATEMENT SVCS-APN 481-270-058	
		05/03/2021	2021103	WEED ABATEMENT SVCS-APN 474-490-020, 026	
		05/03/2021	2021102	WEED ABATEMENT SVCS-MARCH FIELD	
		05/03/2021	21102	WEED ABATEMENT SVCS-APN 486-280-044	
		05/03/2021	21103	WEED ABATEMENT SVCS-APN 486-280-044	
		05/03/2021	2021101	WEED ABATEMENT SVCS-APN 478-120-027	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$195,927.43
KOVATCH MOBILE EQUIPMENT DBA KME FIRE APPARATUS	241635	05/17/2021	G11190-001	101' AERIAL LADDER FIRE TRUCK	\$1,309,980.28
Remit to: NESQUEHONING, PA					<u>FYTD:</u> \$1,309,980.28
LIBRARY SYSTEMS & SERVICES, LLC	30634	05/03/2021	INV4087	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-MAY 2021	\$190,400.13
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$2,253,618.08

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	30782	05/17/2021	92946	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-APR. 2021	\$55,971.63
		05/17/2021	92622	LANDSCAPE MAINT.-CITY YARD-MAR. 2021	
		05/17/2021	92954	LANDSCAPE MAINT.-CITY HALL ANNEX-APR. 2021	
		05/17/2021	92943	LANDSCAPE MAINT.-ANIMAL SHELTER-APR. 2021	
		05/17/2021	92616	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-MAR. 2021	
		05/17/2021	92945	LANDSCAPE MAINT.-CITY YARD-APR. 2021	
		05/17/2021	92617	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-MAR. 2021	
		05/17/2021	92948	LANDSCAPE MAINT.-LIBRARY-APR. 2021	
		05/17/2021	92944	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-APR. 2021	
		05/17/2021	92610	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-MAR. 2021	
		05/17/2021	92611	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-MAR. 2021	
		05/17/2021	92615	LANDSCAPE MAINT.-NORTH AQUEDUCT-MAR. 2021	
		05/17/2021	92618	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-MAR. 2021	
		05/17/2021	92619	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-MAR. 2021	
		05/17/2021	92620	LANDSCAPE MAINT.-ANIMAL SHELTER-MAR. 2021	
		05/17/2021	92621	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-MAR. 2021	
		05/17/2021	92612	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-MAR. 2021	
		05/17/2021	92942	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-APR. 2021	
		05/17/2021	92613	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-MAR21	
		05/17/2021	92936	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-APR21	
		05/17/2021	92941	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-APR. 2021	
		05/17/2021	92632	LANDSCAPE MAINT.-VETERANS MEMORIAL-MAR. 2021	

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	30782	05/17/2021	92633	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-MAR. 2021	
		05/17/2021	92635	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/FAY TO GENTIAN-MAR. 2021	
		05/17/2021	92939	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-APR. 2021	
		05/17/2021	92933	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-APR. 2021	
		05/17/2021	92949	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-APR. 2021	
		05/17/2021	92935	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-APR. 2021	
		05/17/2021	92629	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-MAR21	
		05/17/2021	92937	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-APR. 2021	
		05/17/2021	92938	LANDSCAPE MAINT.-NORTH AQUEDUCT-APR. 2021	
		05/17/2021	92932	LANDSCAPE MAINT.-SD LMD ZONE 02-APR. 2021	
		05/17/2021	92940	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-APR. 2021	
		05/17/2021	92950	LANDSCAPE MAINT.-SENIOR CENTER-APR. 2021	
		05/17/2021	92951	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-APR. 2021	
		05/17/2021	92934	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-APR. 2021	
		05/17/2021	93110	LANDSCAPE EXTRA WORK-APR21-NPDES WQB/BROKEN IRRIGATION REPAIRS	
		05/17/2021	92953	LANDSCAPE MAINT.-CITY HALL-APR. 2021	
		05/17/2021	92947	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-APR. 2021	
		05/17/2021	92955	LANDSCAPE MAINT.-VETERANS MEMORIAL-APR. 2021	
		05/17/2021	92956	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-APR. 2021	
		05/17/2021	92957	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-APR. 2021	
		05/17/2021	92631	LANDSCAPE MAINT.-CITY HALL ANNEX-MAR. 2021	
		05/17/2021	92959	LANDSCAPE MAINT.-NPDES WQB-APR. 2021	
		05/17/2021	92627	LANDSCAPE MAINT.-SENIOR CENTER-MAR. 2021	

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	30782	05/17/2021	92623	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-MAR. 2021	
		05/17/2021	92614	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-MAR. 2021	
		05/17/2021	92952	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-APR21	
		05/17/2021	92630	LANDSCAPE MAINT.-CITY HALL-MAR. 2021	
		05/17/2021	92625	LANDSCAPE MAINT.-LIBRARY-MAR. 2021	
		05/17/2021	92626	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-MAR. 2021	
		05/17/2021	92958	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/FAY TO GENTIAN-APR. 2021	

Remit to: IRWINDALE, CA

FYTD: \$544,516.46

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



**City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MERCHANTS BUILDING MAINTENANCE, LLC.	30841	05/24/2021	626786.1	JANITORIAL SERVICES-APR. 2021	\$94,249.15
		05/24/2021	627404	CLEANING OF PSB GYM AREA DUE TO FIRE EXTINGUISHER DISCHARGE	
		05/24/2021	627471	FIRE STATIONS CARPET/RECLINER CLEANINGS & AIR VENTS AT SHELTER	
		05/24/2021	626815	COVID-19 DISINFECTANT CLEANING SVCS-RED MAPLE/VV PORTABLE/APR21	
		05/24/2021	626814	COVID-19 DISINFECTANT CLEANING SVCS-RAINBOW RIDGE PORTABLE/APR21	
		05/24/2021	619190.1	JANITORIAL SERVICES-MAR. 2021	
		05/24/2021	569662	DEEP CLEANING AT PUBLIC SAFETY BUILDING ON 2/16/20	
		05/24/2021	550285	SPECIAL CLEANINGS FOR SEP 2019 EVENT RENTALS-CONF. & REC. CENTER	
		05/24/2021	549393	SPECIAL CLEANINGS FOR AUG 2019 EVENT RENTALS-CONF. & REC. CENTER	
		05/24/2021	627350	SPECIAL CLEANING AT CRC 4/21/21	
	05/24/2021	626785	DAY PORTER SERVICES FOR ENHANCED COVID-19 CLEANING- APR. 2021		
Remit to: MONTEREY PARK, CA					FYTD: \$563,503.12
MORENO VALLEY UTILITY	241512	05/10/2021	MAY-21 5/10/21	ELECTRICITY CHARGES FOR PERIOD 3/23-4/23/21	\$74,595.58
Remit to: HEMET, CA					FYTD: \$851,246.34
NEXTERA ENERGY CAPITAL HOLDINGS INC.	241513	05/10/2021	630197	RENEWABLE ENERGY-MV UTILITY-MAR. 2021	\$44,117.98
	241651	05/24/2021	635336	RENEWABLE ENERGY-MV UTILITY-APR. 2021	\$45,790.22
Remit to: JUNO BEACH, FL					FYTD: \$357,124.39

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
NTH GENERATION COMPUTING, INC.	30786	05/17/2021	37988TM	SERVER AND STORAGE INFRASTRUCTURE REPLACEMENT	\$596,123.40
		05/17/2021	37987H	SERVER AND STORAGE INFRASTRUCTURE REPLACEMENT	
		05/17/2021	38130H	HPE HARDWARE & SUPPORT	
		05/17/2021	37989H	SERVER AND STORAGE INFRASTRUCTURE REPLACEMENT	
		05/17/2021	37990H	SERVER AND STORAGE INFRASTRUCTURE REPLACEMENT	
		05/17/2021	38008H	SERVER AND STORAGE INFRASTRUCTURE REPLACEMENT	
	05/17/2021	37986H	37986H	SERVER AND STORAGE INFRASTRUCTURE REPLACEMENT	
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$596,123.40
RE ASTORIA 2 LLC	30790	05/17/2021	00056	RENEWABLE ENERGY-MV UTILITY-APR. 2021	\$39,170.83
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$342,189.10
SALVATION ARMY	30794	05/17/2021	1_ERAP	EMERGENCY RENTAL ASSISTANCE PROGRAM PAYMENT	\$69,067.58
	30850	05/24/2021	2_ERAP	EMERGENCY RENTAL ASSISTANCE PROGRAM PAYMENT	\$65,684.92
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$356,081.18

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SOUTHERN CALIFORNIA EDISON	241516	05/10/2021	7501261426	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-MAR. 2021	\$38,382.94
		05/10/2021	7501261421	WDAT CHARGES-MVU/NANDINA AVE.-MAR. 2021	
		05/10/2021	7501261422	WDAT CHARGES-MVU/FREDERICK AVE.-MAR. 2021	
		05/10/2021	7501261420	WDAT CHARGES-MVU/GLOBE ST.-MAR. 2021	
		05/10/2021	7501261400	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-MAR. 2021	
		05/10/2021	7501261418	WDAT CHARGES-MVU/IRIS AVE.-MAR. 2021	
		05/10/2021	7501261423	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-MAR. 2021	
	241609	05/10/2021	7501261419	WDAT CHARGES-MVU/GRAHAM ST.-MAR. 2021	\$93,998.01
		05/17/2021	395913224/MAR-21	ELECTRICITY CHARGES	
		05/17/2021	435293103/APR-21	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		05/17/2021	MAR-21 5/17/21	ELECTRICITY CHARGES	
		05/17/2021	498683714/APR-21	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		05/17/2021	559238386/APR-21	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
		05/17/2021	APR-21 5/17/21	ELECTRICITY CHARGES	
05/17/2021	433869021/APR-21	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS			
05/17/2021	570511709/APR-21	IFA CHARGES-SUBSTATION			
Remit to: ROSEMEAD, CA					FYTD: \$1,998,829.39
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	30701	05/10/2021	FEBRUARY 2021	LEGAL SERVICES 2/1/21 TO 2/28/21	\$34,192.50
Remit to: PALM SPRINGS, CA					FYTD: \$500,180.35

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SYNERGY COMPANIES	241614	05/17/2021	MVU RES DI 02-21	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES-FEB21	\$107,876.30
Remit to: HAYWARD, CA					FYTD: \$498,964.58
TENASKA ENERGY, INC	30643	05/03/2021	MOREN00202104210	ELECTRICITY POWER PURCHASE-MV UTILITY	\$292,194.70
Remit to: ARLINGTON, TX					FYTD: \$6,602,167.43
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	30644	05/03/2021	202105	MAY 2021 RETIREE MEDICAL BENEFIT BILLING	\$45,395.46
Remit to: TEMECULA, CA					FYTD: \$541,473.22
U.S. BANK/CALCARDS	30648	05/03/2021	04-27-21	APRIL 2021 CALCARD ACTIVITY	\$170,838.80
Remit to: ST. LOUIS, MO					FYTD: \$1,855,658.13
WILLDAN ENGINEERING	30809	05/17/2021	002-23995	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.- FEB21	\$29,940.75
Remit to: ANAHEIM, CA					FYTD: \$300,182.07
WILMINGTON TRUST	30758	05/12/2021	W210501	2020 TRIP REFUND INTEREST & PRINCIPAL JUNE 2021	\$1,360,877.18
Remit to: WILMINGTON, DE					FYTD: \$1,425,913.24
WRCRCA	30811	05/17/2021	APR-2021 MSHCP	MSHCP FEES COLLECTED FOR APR. 2021-RESIDENTIAL & COMMERCIAL/IND.	\$130,993.08
Remit to: RIVERSIDE, CA					FYTD: \$1,109,505.57
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$15,507,663.00

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
3SI SECURITY SYSTEMS	241636	05/24/2021	INV800878	TRACKING SERVICES-PD	\$2,160.00
Remit to: NEW YORK, NY					<u>FYTD:</u> \$2,160.00
AARVIG AND ASSOCIATES, APC	241477	05/03/2021	119153	LEGAL SERVICES-CLAIM MV2066 (E. BROWN)	\$2,767.60
		05/03/2021	119158	LEGAL SERVICES-CLAIM MV2092 (C. STRICKLAND)	
		05/03/2021	35976	LEGAL SERVICES-CLAIM MV1910 (V. GADBERRY)	
	241499	05/10/2021	35456	LEGAL SERVICES-CLAIM MV1819 (A. WHITE)	\$1,640.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$37,132.91
ABDULHAY, ANASTACIA	241579	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
ABILITY COUNTS, INC	30759	05/17/2021	ACI116256	LANDSCAPE MAINT-CFD #1-APR 2021	\$1,835.10
Remit to: CORONA, CA					<u>FYTD:</u> \$22,455.00
ADLERHORST INTERNATIONAL LLC	30760	05/17/2021	106398	MONTHLY K-9 TRAINING (RICO/ARKAN) APR 2021	\$350.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,648.69
ADMAIL EXPRESS INC.	241585	05/12/2021	50175	POSTAGE INVOICE FOR PA-50175/JOIN THE CONVERSATION MAILER #1	\$4,843.00
Remit to: HAYWARD, CA					<u>FYTD:</u> \$4,843.00
ADMINSURE	30817	05/24/2021	14182	WORKERS' COMP CLAIM ADMIN-JUNE 2021	\$2,070.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$24,840.00
ADVANCED ELECTRIC INC.	30617	05/03/2021	12285	AUTO SHOP ELECTRICAL REPAIRS-CITY YARD	\$17,651.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$40,114.19

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City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AEI-CASC ENGINEERING AND CONSULTING, INC.	30654	05/10/2021	0043793	PLAN CHECK SVCS-PWQMP	\$1,551.00
Remit to: COLTON, CA					FYTD: \$22,562.00
AIR EXCHANGE INC	30655	05/10/2021	91604730	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$577.98
Remit to: FAIRFIELD, CA					FYTD: \$10,348.03
AIRESPRING INC.	30656	05/10/2021	148072511	LOCAL/LONG DISTANCE CALLS & INTERNET SVC-MAY 21	\$2,826.43
Remit to: VAN NUYS, CA					FYTD: \$19,743.95
ALATORRE, REYMUNDO	241558	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ALFONSO LOZANO DBA OUR PLACE RESTAURANT	241478	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM 04/19-04/23/21	\$4,050.00
	241500	05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM 04/26-04/30/21	\$4,050.00
	241586	05/17/2021	MAY 7, 2021	SENIOR EATS PROGRAM 05/03-05/07/21	\$4,050.00
	241638	05/24/2021	MAY 14, 2021	SENIOR EATS PROGRAM 05/10-05/14/21	\$4,050.00
Remit to: MORENO VALLEY, CA					FYTD: \$183,510.00
ALLEN INDUSTRIES INC	241526	05/10/2021	BOS19-0056	REFUND CANCELLED BUILDING PERMIT-12301 HEACOCK	\$505.28
	241527	05/10/2021	BOS19-0055	REFUND CANCELLED BUILDING PERMIT-15980 PERRIS BLVD	\$397.84
Remit to: CLEARWATER, FL					FYTD: \$1,015.36
ALMANZA, ANGIE	241543	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ALVAREZ, HUMBERTO ANTONIO	241557	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



**City of Moreno Valley
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AM CONSERVATION GROUP INC	241587	05/17/2021	IN0696396	IMPRINTED NIGHTLIGHTS-MV UTILITIES	\$1,513.89
Remit to: CHICAGO, IL					FYTD: \$5,726.92
AMERICAN FORENSIC NURSES	30657	05/10/2021	74512	PHLEBOTOMY SVCS	\$2,345.00
	30818	05/24/2021	74535	PHLEBOTOMY SVCS	\$55.00
Remit to: LA QUINTA, CA					FYTD: \$21,905.00
AMTECH ELEVATOR SERVICES	30761	05/17/2021	151400361557	ELEVATOR ROUTINE MAINT-CITY HALL -MAY 2021	\$295.00
		05/17/2021	151400361558	ELEVATOR ROUTINE MAINT-EOC -MAY 2021	
Remit to: PASADENA, CA					FYTD: \$3,245.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	30658	05/10/2021	637732	PEST MANAGMENT SERVICE-MV UTILITY-APR 2021	\$99.44
	30762	05/17/2021	647878	PEST MANAGMENT SERVICE-PARKS-APR 2021	\$250.00
Remit to: CHINO, CA					FYTD: \$15,433.44
APPLE ONE EMPLOYMENT SERVICES	30659	05/10/2021	S8596602	ADMIN. ASSISTANT-4/03-4/24/21-C. SHARP	\$3,890.53
Remit to: GLENDALE, CA					FYTD: \$9,523.10
AROCHE, MIGUEL	241546	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ATLANTA DRONE GROUP, INC. DBA SKYFIRE CONSULTING	30819	05/24/2021	2295	SERVICES RE: TACTICAL BVLOS WAIVER APPLICATION FOR THE FAA	\$4,000.00
		05/24/2021	2285	DRONE CONSULTANT SERVICES-FAA COA & PROGRAM DEVELOPMENT	
Remit to: DECATUR, GA					FYTD: \$6,947.00

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City of Moreno Valley
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AUSTIN, STACEY MARIE LOUSIE	241583	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
AVA INC	241528	05/10/2021	BOR21-0001	REFUND OVER-ASSESSED SB 1473 FEE-24453 WILLIS LN	\$30.00
Remit to: VALLEY VILLAGE, CA					FYTD: \$30.00
AVANT GARDE	30618	05/03/2021	6884	HOME HABITAT FOR HUMANITY-FEB-MAR 2021	\$2,716.25
		05/03/2021	6883	HOME PROGRAM MANAGEMENT-FEB-MAR 2021	
		05/03/2021	6885	CDBG HABITAT FOR HUMANITY-FEB-MAR 2021	
Remit to: POMONA, CA					FYTD: \$14,682.50
BAERG, KENNETH	241491	05/03/2021	138726	REFUND-DUPLICATE PAYMENT HAZARD ABATEMENT FEES	\$32.00
Remit to: NEWPORT BEACH, CA					FYTD: \$2,178.00
BAKER TILLY VIRCHOW KRAUSE, LLP	30660	05/10/2021	BT1803770	CONSULTING SVCS-MV UTILITIES	\$858.75
Remit to: MADISON, WI					FYTD: \$9,512.50
BANC OF AMERICA PUBLIC CAPITAL CORP	30652	05/04/2021	W210502	DEBT SVC-2011 PRIV PLACEMENT REF OF 97 LRB-MAY 2021 PRIN & INT	\$12,915.10
Remit to: ATLANTA, GA					FYTD: \$722,013.50
BARR'S FURNITURE INC	30763	05/17/2021	51728	FURNITURE-FIRE STATION 99	\$2,254.96
Remit to: RIVERSIDE, CA					FYTD: \$2,254.96
BARSHA, JOHN	241562	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



**City of Moreno Valley
Payment Register
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BAYWOOD CONSTRUCTION CO	241622	05/17/2021	BL#38636-YR2021	REFUND OF OVERPAYMENT FOR BUSINESS LICENSE	\$95.15
Remit to: ONTARIO, CA					FYTD: \$95.15
BEAR STATE WATER HEATING LLC	30820	05/24/2021	758044	BOILER REPAIR-PUBLIC SAFETY BLDG.	\$5,377.95
		05/24/2021	757776	BOILER REPAIR-EMERGENCY OPS CENTER	
		05/24/2021	M222070	BOILER MAINTENANCE-PUBLIC SAFETY BLDG.	
		05/24/2021	M222068	BOILER MAINTENANCE-CITY HALL	
		05/24/2021	758248	BOILER REPAIR-EMERGENCY OPS CENTER	
		05/24/2021	M221298	BOILER MAINTENANCE-EMERGENCY OPS CENTER	
		05/24/2021	M222132	BOILER MAINTENANCE-CONFERENCE & REC. CENTER	
		05/24/2021	758990	BOILER REPAIR-EMERGENCY OPS CENTER	
		05/24/2021	758542	BOILER REPAIR-PUBLIC SAFETY BLDG.	
		05/24/2021	M222067	BOILER MAINTENANCE-ANIMAL SHELTER	
Remit to: TEMECULA, CA					FYTD: \$5,377.95
BELMAN, HERIBERTO	241553	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
BIO-TOX LABORATORIES, INC.	241501	05/10/2021	41054	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$4,938.00
		05/10/2021	41053	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		05/10/2021	41107	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					FYTD: \$70,215.00
BLINDS 4 LESS	241492	05/03/2021	233761	STALE DATED CHECK REISSUE-CK#233761	\$82.83
Remit to: MORENO VALLEY, CA					FYTD: \$135.28
BMW MOTORCYCLES OF RIVERSIDE	30661	05/10/2021	6027126	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$775.36
Remit to: RIVERSIDE, CA					FYTD: \$168,337.45

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BOX SPRINGS MUTUAL WATER COMPANY	241479	05/03/2021	721-1 4/23/21	WATER USAGE-TOWNGATE-APR 2021	\$425.77
		05/03/2021	189-13 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	80-4 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	45-4 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	36-1 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	204-9 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	1087-1 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	1086-1 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	1085-1 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	1084-1 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	331-1 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	195-5 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/03/2021	1088-1 4/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	

Remit to: MORENO VALLEY, CA

FYTD: \$6,252.57

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BRAUN BLAISING SMITH WYNNE, P.C.	30619	05/03/2021	19594	LEGAL SERVICES-MV UTILITY	\$462.05
Remit to: SACRAMENTO, CA					FYTD: \$8,904.44
BRESNITZ, RHIANNON	241623	05/17/2021	R21-155952	ANIMAL SERVICES REFUND-REFUND 1 YR LICENSE, OUT OF JURISDICTION	\$15.00
Remit to: LA VERNE, CA					FYTD: \$15.00
BRIGHTVIEW LANDSCAPE SERVICES, INC.	30620	05/03/2021	7284219	LANDSCAPE MAINT-ZONES D & M	\$6,291.31
		05/03/2021	7284222	LANDSCAPE MAINT-ZONES D, M & S	
	30663	05/10/2021	7287760	LANDSCAPE MAINT-ZONES D, M, S, 09, 01G, 01H, 01K & 02A	\$18,383.61
Remit to: PASADENA, CA					FYTD: \$556,511.25
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	30764	05/17/2021	20-0127	COST-EFFECTIVENESS TOOL & REPORTING PLATFORM	\$1,683.57
Remit to: SACRAMENTO, CA					FYTD: \$45,544.84
CALIFORNIA UTILITIES EMERGENCY ASSOCIATION	241502	05/10/2021	2122034	CUEA ANNUAL DUES FY 21/22	\$500.00
Remit to: RANCHO CORDOVA, CA					FYTD: \$500.00
CAMERON-DANIEL, P.C.	30664	05/10/2021	1215	LEGAL SERVICES-MV UTILITY	\$165.00
Remit to: SEBASTOPOL, CA					FYTD: \$21,230.00
CANNON CORPORATION DBA PENCO	30665	05/10/2021	76183	CONSULTING SURVEY SVCS	\$3,715.00
Remit to: SAN LUIS OBISPO, CA					FYTD: \$11,958.79

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CARSON CUSTOM POOLS SPAS & LANDSCAPE INC	241529	05/10/2021	BFP20-0095	REFUND CANCELLED BUILDING PERMIT-27757 DOVER	\$673.20
Remit to: ONTARIO, CA					FYTD: \$673.20
CASTANON, IRMA	241544	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
CATHYJON ENTERPRISES, INC. DBA HB STAFFING	30666	05/10/2021	910554219	S. CORRALES-4/12-4/25/21-CITY CLERK	\$1,354.88
	30822	05/24/2021	910554495	S. CORRALES-4/26-5/09/21-CITY CLERK	\$1,354.88
Remit to: HUNTINGTON BEACH, CA					FYTD: \$11,185.70
CEMEX, INC.	241639	05/24/2021	9443970248	MIXED CONCRETE MATERIALS	\$1,028.12
Remit to: PASADENA, CA					FYTD: \$5,167.51
CHANDLER ASSET MANAGEMENT, INC	30667	05/10/2021	2104MORENOVA	INVESTMENT MANAGEMENT SVCS-APR 2021	\$6,688.05
Remit to: SAN DIEGO, CA					FYTD: \$66,960.22
CHARLES ABBOTT ASSOCIATES, INC	30621	05/03/2021	62296	PLAN CHECK SVCS-NPDES/WQMP-FEBRUARY 2021	\$1,566.00
		05/03/2021	62297	PLAN CHECK SVCS-NPDES/WQMP-FEBRUARY 2021	
Remit to: MISSION VIEJO, CA					FYTD: \$251,241.94
CITY OF LAKE ELSINORE	241669	05/24/2021	IN21-0331	REIMBURSEMENT-JPA STUDY (NOV 2019-MAR 2021)	\$12,770.68
Remit to: LAKE ELSINORE, CA					FYTD: \$12,770.68
CIVIC SOLUTIONS, INC	30823	05/24/2021	043021	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$20,550.14
Remit to: MISSION VIEJO, CA					FYTD: \$68,693.84

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CLARK LAND RESOURCES, INC.	30824	05/24/2021	CMV-0421R	RIGHT OF WAY CONSULTING SERVICES	\$2,960.00
Remit to: OCEANSIDE, CA					FYTD: \$8,795.44
CORODATA MEDIA STORAGE INC.	30765	05/17/2021	DS1297331	OFF-SITE MEDIA STORAGE-APRIL 2021	\$423.26
Remit to: LOS ANGELES, CA					FYTD: \$4,559.20
COSCO FIRE PROTECTION, INC.	241503	05/10/2021	1000517402	ANNUAL FIRE SPRIKLER INSPECTION-FIRE STATION 2	\$3,740.00
		05/10/2021	1000517357	ANNUAL FIRE SPRIKLER INSPECTION-CITY YARD SANTIAGO	
		05/10/2021	1000517404	ANNUAL FIRE SPRIKLER INSPECTION-FIRE STATION 6	
		05/10/2021	1000517363	ANNUAL FIRE SPRIKLER INSPECTION-FIRE STATION 58	
		05/10/2021	1000517351	ANNUAL FIRE SPRIKLER INSPECTION-FIRE STATION 65	
		05/10/2021	1000517387	ANNUAL FIRE SPRIKLER INSPECTION-FIRE STATION 91	
		05/10/2021	1000519223	ANNUAL FIRE SPRIKLER INSPECTION-FIRE STATION 99	
	241588	05/17/2021	1000518303	ANNUAL FIRE SPRINKLER INSPECTION-EMERGENCY OPS. CENTER	\$1,690.00
		05/17/2021	1000517383	ANNUAL FIRE SPRINKLER INSPECTION-FIRE STATION 48	
	241640	05/24/2021	1000517398	ANNUAL FIRE SPRINKLER INSPECTION- CITY YARD SANTIAGO	\$4,080.00
		05/24/2021	1000517346	ANNUAL RENEWAL FEES-ANIMAL SHELTER	
		05/24/2021	1000517400	ANNUAL FIRE SPRINKLER INSPECTION-FIRE STATION 99	
		05/24/2021	1000517397	ANNUAL FIRE SPRINKLER INSPECTION- PUBLIC SAFETY BUILDING	
		05/24/2021	1000517354	ANNUAL FIRE SPRIKLER INSPECTION-TOWNGATE COMM CENTER	
		05/24/2021	1000520548	ANNUAL FIRE HYDRANT INSPECTION-CONFERENCE & REC CENTER	
		05/24/2021	1000517373	ANNUAL FIRE SPRINKLER INSPECTION-FIRE STATION 58	
		05/24/2021	1000520422	ANNUAL FIRE SPRINKLER INSPECTION- SENIOR CENTER	
Remit to: BREA, CA					FYTD: \$19,835.00

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
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For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COSTAR REALTY INFORMATION, INC	30766	05/17/2021	113951152-1	COMMERCIAL REAL ESTATE DATABASE SVC-MAY 2021	\$1,500.63
Remit to: CHICAGO, IL					FYTD: \$16,506.93
COUNSELING TEAM, THE	241641	05/24/2021	79040	EMPLOYEE ASSISTANCE PROGRAM-APRIL 2021	\$1,667.00
Remit to: SAN BERNARDINO, CA					FYTD: \$19,587.00
COUNTRY SQUIRE ESTATES	241589	05/17/2021	MAY 20-APRIL 202	REFUND FOR UUT FROM MAY 2020 TO APRIL 2021	\$182.08
Remit to: ONTARIO, CA					FYTD: \$182.08
COUNTS UNLIMITED, INC.	30767	05/17/2021	21130	TRAFFIC DATA COLLECTION	\$405.00
		05/17/2021	21125	TRAFFIC DATA COLLECTION	
		05/17/2021	21124	TRAFFIC DATA COLLECTION	
Remit to: CORONA, CA					FYTD: \$7,861.50
COUNTY OF RIVERSIDE	30668	05/10/2021	IT0000004743	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,494.75
	241504	05/10/2021	ZAP1465MA21	ALUC-ZAP1465MA21	\$2,000.00
	241590	05/17/2021	3175	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 59	\$70.00
		05/17/2021	3174	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 58	
Remit to: RIVERSIDE, CA					FYTD: \$58,617.47
COUNTY OF RIVERSIDE SHERIFF	30669	05/10/2021	SH0000038844	CDBG POP OVERTIME-MVPD	\$8,461.71
		05/10/2021	SH0000038843	CDBG POP OVERTIME-MVPD	
Remit to: RIVERSIDE, CA					FYTD: \$38,307,756.62

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CRIME SCENE STERI-CLEAN, LLC	30670	05/10/2021	41850	BIO HAZARD REMOVAL SERVICE	\$1,700.00
		05/10/2021	41833	BIO HAZARD REMOVAL SERVICE	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$14,700.00
CROWN CASTLE FIBER LLC	30826	05/24/2021	832441	INTERNET SVCS 05/01-5/31/2021	\$2,500.00
		05/24/2021	819170	INTERNET SVCS 04/01-4/30/2021	
Remit to: HOUSTON, TX					FYTD: \$3,883.93
CRUZ-MARTINEZ, NICOLE	241577	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
CURRENT HOME	241624	05/17/2021	139318	REFUND-DUPLICATE PAYMENT #139318	\$304.00
Remit to: SAN JACINTO, CA					FYTD: \$304.00
CURRENT HOME INC	241530	05/10/2021	BON21-0486	REFUND VOIDED PERMIT-INCORRECT PERMIT TYPE-10085 CARTEGENA	\$435.70
Remit to: SAN JACINTO, CA					FYTD: \$435.70
DATA TICKET, INC.	30623	05/03/2021	123545	ADMIN CITATION PROCESSING-ANIMAL SVC-MAR 2021	\$25.25
	30671	05/10/2021	191972ADJ	ADJ INVOICE 121972 FOR SHORT PAY OF \$76.74	\$154.00
		05/10/2021	123548	ADMIN CITATION-PD-MAR 2021	
Remit to: IRVINE, CA					FYTD: \$111,539.08
DAVIS, RICHARD	241531	05/10/2021	R21-155184	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$13.00
Remit to: MORENO VALLEY, CA					FYTD: \$13.00

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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DEBINAIRE COMPANY	241643	05/24/2021	186440	BOILER MAINTENANCE-CITY HALL	\$1,223.79
		05/24/2021	M219849	BOILER MAINTENANCE-ANIMAL SHELTER	
		05/24/2021	M219901	BOILER MAINTENANCE-CONFERENCE & REC. CENTER	
		05/24/2021	M219852	BOILER MAINTENANCE-PUBLIC SAFETY BLDG.	
		05/24/2021	M219850	BOILER MAINTENANCE-CITY HALL	
		05/24/2021	187578	BOILER REPAIR-PUBLIC SAFETY BLDG.	
Remit to: CORONA, CA					FYTD: \$1,223.79
DEPARTMENT OF ENVIRONMENTAL HEALTH	241591	05/17/2021	IN0411287	ENVIRONMENTAL HEALTH PERMIT-CELEBRATION PARK	\$406.00
Remit to: RIVERSIDE, CA					FYTD: \$29,862.62
DISH DBS CORPORATION	241505	05/10/2021	86557282/MAY21	SATELLITE TV-FIRE STATION 99 - 05/01-5/30/21	\$140.37
Remit to: PALATINE, IL					FYTD: \$1,479.69
DIXON, ERIC	241551	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
DIXON, JEFFERY	241560	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
E.R. BLOCK PLUMBING & HEATING, INC.	30672	05/10/2021	134139	BACKFLOW DEVICE TEST-ZONE D	\$1,501.26
		05/10/2021	134138	BACKFLOW DEVICE TEST-ZONE M	
		05/10/2021	134223	BACKFLOW DEVICE TEST-ZONES D, M, S, 01A, WQB & LM-01H	
	30770	05/17/2021	134226	BACKFLOW DEVICE TEST-CITY HALL	\$50.00
Remit to: RIVERSIDE, CA					FYTD: \$25,433.64

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	241482	05/03/2021	APR-21 05/03/21	WATER CHARGES	\$17,713.53
		05/03/2021	MAR-21 05/03/21	WATER CHARGES	
	241592	05/17/2021	APR-21 05/17/21	WATER CHARGES	\$1,353.85
		05/17/2021	MAR-21 05/17/21	WATER CHARGES	
	241645	05/24/2021	32921	801 0021 SR-60/MORENO BEACH IC PHASE 2	\$5,582.70
Remit to: LOS ANGELES, CA					FYTD: \$1,997,214.98
EMERGENT BATTERY TECHNOLOGIES, INC.	30772	05/17/2021	38550	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	\$5,858.50
Remit to: ANAHEIM, CA					FYTD: \$29,411.03
EMPIRE MOWER	241483	05/03/2021	13550	TREE TRIMMING EQUIPMENT REPAIR	\$158.37
	241593	05/17/2021	14863	TREE TRIMMING EQUIPMENT REPAIR	\$32.54
Remit to: MORENO VALLEY, CA					FYTD: \$931.10
EMPIRE SOLAR GROUP LLC	241532	05/10/2021	BOE21-0073	REFUND CANCELLED BUILDING PERMIT-22950 CHAMBRAY DR	\$191.52
Remit to: SALT LAKE CITY, UT					FYTD: \$191.52

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	30624	05/03/2021	0402-MF-02478	SOLAR SYSTEM INSPECTION	\$5,587.08
		05/03/2021	0402-MF-02476	SOLAR SYSTEM INSPECTION	
		05/03/2021	0402-MF-02475	SOLAR SYSTEM INSPECTION	
		05/03/2021	0402-MF-02477	SOLAR SYSTEM INSPECTION	
	30674	05/03/2021	C21-05	PIGEON PASS RD-VEHICLE HIT STREETLIGHT	
		05/10/2021	0402-MF-02480	SOLAR SYSTEM INSPECTION	\$470.00
	30827	05/10/2021	0402-MF-02479	SOLAR SYSTEM INSPECTION	
		05/24/2021	0402-MF-02496	SOLAR SYSTEM INSPECTION	\$470.00
05/24/2021		0402-MF-02497	SOLAR SYSTEM INSPECTION		
Remit to: ANAHEIM, CA					FYTD: \$5,616,946.11
ENERGY SERVICE PARTNERS INC	241533	05/10/2021	BOE21-0187	REFUND CANCELLED BUILDING PERMIT-15186 RENCHER	\$191.52
	241625	05/17/2021	BON21-0496	REFUND BUILDING PERMIT CREATED IN ERROR-10344 CREST BROOK	\$436.70
Remit to: TORRANCE, CA					FYTD: \$1,121.92
ESPINOZA ROBLES, XITLALI J	241561	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
EXCLUSIVE TOWING	241506	05/10/2021	21-12097	EVIDENCE VEHICLE TOWING	\$675.00
		05/10/2021	21-12117	EVIDENCE VEHICLE TOWING	
		05/10/2021	21-12098	EVIDENCE VEHICLE TOWING	
	241646	05/24/2021	21-12142	VEHICLE TOW	\$506.25
Remit to: RIVERSIDE, CA					FYTD: \$5,006.25
FASHION ISLAND JEWELERS	241626	05/17/2021	BL#24525-YR2021	REFUND OF OVERPAYMENT FOR BUSINESS LICENSE	\$82.60
Remit to: MORENO VALLEY, CA					FYTD: \$82.60

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FERRELLGAS LP	241594	05/17/2021	1115347378	PROPANE-CITY YARD	\$718.89
Remit to: DENVER, CO					<u>FYTD:</u> \$8,365.28
FIRST AMERICAN DATA TREE, LLC	241507	05/10/2021	20027760421	ONLINE SOFTWARE SUBSCRIPTION-APR 21	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$990.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FIRST CHOICE SERVICES	30626	05/03/2021	688127	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	\$596.70
		05/03/2021	688299	WATER PURIF UNIT RENTAL-VAL VERDE CHILD CARE SITE	
		05/03/2021	688142	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		05/03/2021	688131	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		05/03/2021	688134	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		05/03/2021	688133	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		05/03/2021	688132	WATER PURIF UNIT RENTAL-CITY YARD	
		05/03/2021	688136	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		05/03/2021	688301	WATER PURIF UNIT RENTAL-RAINBOW RIDGE	
		05/03/2021	688143	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		05/03/2021	688138	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		05/03/2021	688139	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		05/03/2021	688135	WATER PURIF UNIT RENTAL-FIRE STATION 6	
		05/03/2021	688144	WATER PURIF UNIT RENTAL-TRANS TRAILER	
		05/03/2021	688128	WATER PURIF UNIT RENTAL-ANNEX 1	
		05/03/2021	688141	WATER PURIF UNIT RENTAL-LIBRARY	
		05/03/2021	688129	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		05/03/2021	688130	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		05/03/2021	688137	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		05/03/2021	688140	WATER PURIF UNIT RENTAL-FIRE STATION 99	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FIRST CHOICE SERVICES	30828	05/24/2021	689888	WATER PURIF UNIT RENTAL-CITY YARD	
		05/24/2021	689896	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		05/24/2021	690053	WATER PURIF UNIT RENTAL-VAL VERDE CHILD CARE SITE	
		05/24/2021	689889	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		05/24/2021	689895	WATER PURIF UNIT RENTAL-FIRE 91	
		05/24/2021	689894	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		05/24/2021	689893	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		05/24/2021	689892	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		05/24/2021	690055	WATER PURIF UNIT RENTAL-RAINBOW RIDGE	
		05/24/2021	689887	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		05/24/2021	689897	WATER PURIF UNIT RENTAL-LIBRARY	
		05/24/2021	689886	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		05/24/2021	689891	WATER PURIF UNIT RENTAL-FIRE STATION 6	
		05/24/2021	689885	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		05/24/2021	689884	WATER PURIF UNIT RENTAL-ANNEX 1	
		05/24/2021	689883	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		05/24/2021	689890	WATER PURIF UNIT RENTAL-FIRE STATION 2	
05/24/2021	689899	WATER PURIF UNIT RENTAL-SENIOR CENTER			
05/24/2021	689898	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING			
05/24/2021	689900	WATER PURIF UNIT RENTAL-TRANS TRAILER			
Remit to: ONTARIO, CA					<u>FYTD:</u> \$6,999.75
FIRST INDUSTRIAL L.P.	241534	05/10/2021	PEN16-0027	REFUND FOR PEN16-0027 NANDINA LOGISTICS	\$2,284.88
Remit to: EL SEGUNDO, CA					<u>FYTD:</u> \$2,284.88
FLINN, KATELYNN	241522	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00

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FONMIN, JOHN	241493	05/03/2021	C22398	REFUND-ADMIN CITATION-OVER PAYMENT	\$100.00
Remit to: ROWLAND HEIGHTS, CA					<u>FYTD:</u> \$100.00
FORTUNE, CYNTHIA	241665	05/24/2021	R20-152745	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: ROWLAND HEIGHTS, CA					<u>FYTD:</u> \$95.00
FOWLER, JOLEEN	241549	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
FRANCE PUBLICATIONS, INC. DBA FRANCE MEDIA, INC	30627	05/03/2021	2021-40839	ADVERTISEMENT-ONLINE E-BLAST-APRIL 2021	\$1,125.00
Remit to: ATLANTA, GA					<u>FYTD:</u> \$14,950.00
FRED'S GLASS & MIRROR, INC.	241508	05/10/2021 05/10/2021	21669 21670	WINDOW REPAIR-MARCH FIELD PARK CC WINDOW REPAIR-TOWNGATE	\$2,001.43
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,669.71
FRIENDS OF THE MV SENIOR CENTER	30829	05/24/2021	MOVAN MAR2021	SENIOR MOVAN PROGRAM-CDBG REIMBURSEMENT	\$14,306.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47,550.48
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	30830	05/24/2021	7002Z183-S-21125	BACKBONE COMMUNICATIONS SERVICE 5/5/21-6/4/21	\$1,439.18
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$43,004.24

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FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	241647	05/24/2021	081095-5/MAY21	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.67
Remit to: CINCINNATI, OH					FYTD: \$84.04
FUEL PROS, INC	30774	05/17/2021	54311	FUEL TANK VAPOR RECOVERY TESTING & REPAIRS-FIRE STATION 65	\$6,936.10
		05/17/2021	54312	FUEL TANK VAPOR RECOVERY TESTING & REPAIRS-FIRE STATION 48	
		05/17/2021	54310	FUEL TANK VAPOR RECOVERY TESTING & REPAIRS-IRE STATION 91	
		05/17/2021	54309	FUEL TANK VAPOR RECOVERY TESTING & REPAIRS-FIRE STATION 2	
		05/17/2021	54308	FUEL TANK VAPOR RECOVERY TESTING & REPAIRS-CITY YARD	
Remit to: CHINO, CA					FYTD: \$13,222.39
FUENTES, MONICA M	241571	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
GALLOWAY, VERA	241552	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
GARCIA, ANGELICA	241580	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
GARCIA, YVONNE	241565	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
GARDAWORLD	30775	05/17/2021	10635077	ARMORED CAR SRV-CITY HALL, CONF & REC CTR. & ANIMAL-MAY 2021	\$1,055.75
Remit to: CHICAGO, IL					FYTD: \$7,883.00
GOMEZ, JEANNETTE D	241578	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
GONG ENTERPRISES, INC.	30676	05/10/2021	8131	PLAN CHECK SVCS-SEWER/WATER IMPROVEMENT PLAN/PEN16-0130	\$13,547.25
		05/10/2021	8130	PLAN CHECK SVCS-STORM DRAIN/ROUGH GRADING PLANS/PEN16-0130	
		05/10/2021	8132	PLAN CHECK SVCS-SEWER/WATER IMPROVEMENT PLAN/PEN16-0130	
Remit to: HUNTINGTON BEACH, CA					FYTD: \$76,228.00
GREEN, DEAZIAH	241545	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
GREENROCK MATERIALS, LLC	241595	05/17/2021	9378	ASPHALT DUMP FEES	\$309.50
Remit to: PERRIS, CA					FYTD: \$309.50
GREENTECH LANDSCAPE, INC.	30776	05/17/2021	50975	LANDSCAPE MAINT-PARKS	\$11,593.00
	30831	05/24/2021	50974	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	\$9,898.45
		05/24/2021	51046	LANDSCAPE MAINT-ZONE 01	
Remit to: LOS ANGELES, CA					FYTD: \$323,637.17
GRID ALTERNATIVES	30677	05/10/2021	ARI0007572	CDBG 19/20 SOLAR ENERGY ASSISTANCE PROGRAM-NOV 2020	\$4,757.27
Remit to: RIVERSIDE, CA					FYTD: \$52,314.30

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
GUZMAN, KAITLYNN	241576	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
GUZMAN, MAHYA	241550	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
HABITAT FOR HUMANITY RIVERSIDE	30628	05/03/2021	CDBG MV2021-6	CDBG-A BRUSH WITH KINDNESS PROGRAM-DEC 2020	\$538.64
		05/03/2021	CDBG MV2021-7	CDBG-A BRUSH WITH KINDNESS PROGRAM-JAN 2021	
		05/03/2021	CDBG MV2021-1	CDBG-A BRUSH WITH KINDNESS PROGRAM-JULY 2020	
		05/03/2021	CDBG MV2021-2	CDBG-A BRUSH WITH KINDNESS PROGRAM-AUG-SEPT 2020	
		05/03/2021	CDBG MV2021-9	CDBG-A BRUSH WITH KINDNESS PROGRAM-MAR 2021	
	30678	05/10/2021	MHR1920-11	MOBILE HOME REPAIR PROGRAM-NOV 2020	\$23,037.53
		05/10/2021	MHR1920-12	MOBILE HOME REPAIR PROGRAM-DEC 2020	
		05/10/2021	MHR1920-14	MOBILE HOME REPAIR PROGRAM-FEB 2021	
		05/10/2021	MHR1920-13	MOBILE HOME REPAIR PROGRAM-JAN 2021	
	30832	05/24/2021	CHR18	HOME-CRITICAL HOME REPAIR PROGRAM-JAN 2021	\$22,815.75
		05/24/2021	CHR-19	HOME-CRITICAL HOME REPAIR PROGRAM-FEB 2021	
Remit to: RIVERSIDE, CA					FYTD: \$286,486.40

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City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

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HASCO HEATING AIR CONDITIONING SERVICE COMPANY	30629	05/03/2021	97495	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-FIRE STATION 6	\$3,306.44
		05/03/2021	97367	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-FIRE STATION 99	
	30679	05/03/2021	97499	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-MARCH FIELD PARK CC	\$8,871.29
		05/10/2021	97640	HVAC REPAIR-CONFERENCE & REC. CENTER	
		05/10/2021	97623	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-EMERGENCY OPS. CENTER	
		05/10/2021	97709	HVAC REPAIR-EMERGENCY OPERATION CENTER	
	05/10/2021	97498	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-MARCH ANNEX		

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For Period 5/1/2021 through 5/31/2021

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HASCO HEATING AIR CONDITIONING SERVICE COMPANY	30777	05/17/2021	97448	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-FIRE STATION 91	\$24,379.65
		05/17/2021	97366	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-CITY YARD PERRIS OFFICE	
		05/17/2021	97481	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-TOWNGATE COMM. CENTER	
		05/17/2021	97849	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-FIRE STATION 65	
		05/17/2021	97881	HVAC REPAIR-MAIN LIBRARY	
		05/17/2021	97449	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-FIRE STATION 2	
		05/17/2021	97880	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-MAIN LIBRARY	
		05/17/2021	97290/97291	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-CONFERENCE & REC. CENTER	
		05/17/2021	96888	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-FIRE STATION 6	
		05/17/2021	97292	HVAC REPAIR-CITY YARD PERRIS	
		05/17/2021	97076	HVAC REPAIR-FIRE STATION 91	
		05/17/2021	97066	HVAC REPAIR-FIRE STATION 91	
		05/17/2021	97001	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-FIRE STATION 2	
		05/17/2021	96990	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-EMPLOYMENT RESOURCE CTR	
		05/17/2021	96986	HVAC REPAIR-CONFERENCE & REC. CENTER	
		05/17/2021	96984	HVAC REPAIRS-FIRE STATION 6	
		05/17/2021	93984	HVAC PREVENTATIVE MAINTENANCE & REPAIRS-FIRE STATION 99	
	05/17/2021	97839	HVAC REPAIR-ANIMAL SHELTER		

Remit to: RIVERSIDE, CA

FYTD: \$280,200.97

HDL COREN & CONE	241484	05/03/2021	SIN008351	CONTRACT SVCS-PROPERTY TAX SOFTWARE MAINT (APR-JUNE 2021)	\$5,871.94
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Remit to: BREAA, CA

FYTD: \$24,132.76

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
HERNANDEZ, CHRISTIAN	241535	05/10/2021	R21-155423	ANIMAL SERVICES REFUND-DUPLICATE WEB LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
HLP, INC.	30778	05/17/2021	19721	WEB LICENSE MONTHLY SVC FEE	\$147.35
Remit to: LITTLETON, CO					FYTD: \$33,265.75
HOLMES, SAMANTHA	241575	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
HR GREEN PACIFIC INC.	30680	05/10/2021	139924	PLAN CHECK SVCS-PEN19-0157	\$14,415.81
		05/10/2021	143070	ON-CALL TRAFFIC ENGINEERING SERVICES	
Remit to: DES MOINES, IA					FYTD: \$164,523.38
HUGHES NETWORK SYSTEMS, LLC	241596	05/17/2021	B1-376953830	INTERNET SVCS 4/30-5/30/21	\$92.34
Remit to: CHICAGO, IL					FYTD: \$1,015.74
HUNSAKER & ASSOCIATES IRVINE, INC	30630	05/03/2021	20120262	801 0085 CITYWIDE PAVEMENT REHAB (FY 19/20)	\$10,683.99
	30681	05/10/2021	21030206	801 0085 CITYWIDE PAVEMENT REHAB (FY 19/20)	\$75.01
Remit to: IRVINE, CA					FYTD: \$105,418.85
IBARRA, VICTOR	241666	05/24/2021	R21-156113	ANIMAL SERVICES REFUND-OVERPAYMENT ON LICENSE	\$54.00
Remit to: MORENO VALLEY, CA					FYTD: \$54.00
INLAND EMPIRE PROPERTY SERVICE, INC	30682	05/10/2021	21110	WEED ABATEMENT SVCS-APN 486-280-044	\$3,813.24
		05/10/2021	21106	WEED ABATEMENT SVCS-APN 481-270-058	
		05/10/2021	21107	WEED ABATEMENT SVCS-APN 481-130-022, 023	
Remit to: MORENO VALLEY, CA					FYTD: \$195,927.43

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



**City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INTERPRETERS UNLIMITED	30834	05/24/2021	270820	LANGUAGE INTERPRETATION SERVICES.	\$36.00
Remit to: SAN DIEGO, CA					FYTD: \$802.00
INTERWEST CONSULTING GROUP	30683	05/10/2021	68405	PLAN CHECK SVCS-VIA DEL LAGO	\$15,723.00
		05/10/2021	68407	PLAN CHECK SVCS-PEN19-0168	
Remit to: BOULDER, CO					FYTD: \$191,213.63
IRIS PARTNERS, LLC	30835	05/24/2021	JUNE 2021	LEASE PAYMENT-LIBRARY-JUNE 2021	\$11,666.67
Remit to: UPLAND, CA					FYTD: \$128,333.37
JITTERZ GOURMET COFFEE	241485	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM-04/19-04/23/21	\$4,050.00
	241509	05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM-4/26-4/30/21	\$4,050.00
Remit to: REDLANDS, CA					FYTD: \$191,115.00
JLA REAL ESTATE	241536	05/10/2021	7051	STATE DATED CHECK REISSUE-CK#7051	\$73.26
Remit to: RIVERSIDE, CA					FYTD: \$73.26
JTB SUPPLY CO., INC.	30684	05/10/2021	108733	TRAFFIC SIGNAL MAINT SUPPLIES	\$6,330.31
Remit to: ORANGE, CA					FYTD: \$83,331.46
JVS RESTAURANTS DBA LOS ZAPATAS MEXICAN RESTAURANT	30632	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM-04/19-04/23/21	\$3,825.00
	30685	05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM-4/26-4/30/21	\$3,825.00
	30779	05/17/2021	MAY 7, 2021	SENIOR EATS PROGRAM-05/03-05/07/21	\$3,825.00
	30836	05/24/2021	MAY 14, 2021	SENIOR EATS PROGRAM-05/10-05/14/21	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$179,775.00
KHAN, MASFIKA	241581	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

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City of Moreno Valley
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 For Period 5/1/2021 through 5/31/2021

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KHAN, TAHREEM	241541	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
KIBEL, MANDI	241584	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
KONICA MINOLTA BUSINESS SOLUTIONS, USA	30780	05/17/2021	9007728513	COPIER USAGE-APRIL 2021	\$10,056.45
		05/17/2021	37677733	COPIER LEASE-CITY WIDE	
Remit to: PASADENA, CA					<u>FYTD:</u> \$104,873.72
KOONER, GURJOT	241548	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
KUSTOM SIGNALS, INC.	30837	05/24/2021	584388	RADAR/LASER MAINT & REPAIR	\$592.63
Remit to: CHICAGO, IL					<u>FYTD:</u> \$1,750.60
LEIVAS, INC. DBA. LEIVAS LIGHTING	30633	05/03/2021	1010803	LANDSCAPE LIGHTING MAINT-ZONES M E-7, 01, 02, & 03	\$1,225.19
		05/03/2021	1010804	LANDSCAPE LIGHTING MAINT-ZONES M E-7, 01, 02, & 03	
	30838	05/24/2021	1010802	LANDSCAPE MAINT-ZONE D	\$4,420.11
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$40,992.65
LEXISNEXIS PRACTICE MANAGEMENT	30686	05/10/2021	3093234486	LEGAL RESEARCH TOOLS-APRIL 2021	\$883.20
Remit to: CHICAGO, IL					<u>FYTD:</u> \$10,819.20
LIEBERT, CASSIDY, WHITMORE	241510	05/10/2021	1517910	LEGAL-MO140-00001	\$1,147.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$9,715.00

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



**City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LOADOMETER CORPORATION	30839	05/24/2021	742	WHEEL LOAD WEIGHERS-PD	\$20,380.00
Remit to: TIMONIUM, MD					<u>FYTD:</u> \$20,380.00
LSA ASSOCIATES, INC.	241597	05/17/2021	176677	SUNNYMEAD - FLAMING ARROW DR STORM DRAIN	\$1,326.25
Remit to: IRVINE, CA					<u>FYTD:</u> \$6,030.40
LUIS RODRIGUEZ JR. DBA CITY HALL ADVISORS, INC.	30687	05/10/2021	21-12	CONSULTANT-MUNICIPAL CODE AMENDMENT FOR GENERAL PLAN UPDATE	\$24,975.00
		05/10/2021	21-9	CONSULTANT-MUNICIPAL CODE AMENDMENT FOR GENERAL PLAN UPDATE	
Remit to: WHITTIER, CA					<u>FYTD:</u> \$24,975.00
LUMESIS, INC.	30688	05/10/2021	15990	UNDERWRITER LICENSE FEES-CONTINUING DISCLOSURE AUDIT	\$2,475.00
Remit to: STAMFORD, CT					<u>FYTD:</u> \$2,475.00
LYONS SECURITY SERVICE, INC.	30689	05/10/2021	28632	SECURITY GUARD SVCS-CITY HALL-APR 2021	\$13,606.86
		05/10/2021	28635	SECURITY GUARD SVCS-CRC-APR 21-COVID-19	
		05/10/2021	28636	SECURITY GUARD SVCS-ERC-APR 21-COVID-19	
		05/10/2021	28637	SECURITY GUARD SVCS-LIBRARY-APR 21	
		05/10/2021	28633	SECURITY GUARD SVCS-CITY HALL-APR 21-COVID-19	
		05/17/2021	28634	SECURITY GUARD SVCS-CONF & REC CTR-APR 2021	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$196,686.90
MANDELL MUNICIPAL COUNSELING	241598	05/17/2021	APR-2021	LEGAL SERVICES FOR SPECIAL FINANCING DISTRICTS	\$570.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$8,340.00

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MARCH JOINT POWERS AUTHORITY	241648	05/24/2021	53834	GAS CHARGES-M.A.R.B. BUILDING 823-MAR. 2021	\$71.27
		05/24/2021	53837	GAS CHARGES-M.A.R.B. BUILDING 938-MAR. 2021	
Remit to: RIVERSIDE, CA					FYTD: \$729.89
MARGARITAS GRILL RESTAURANT & CATERING, LLC	241486	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM 04/19-04/23/21	\$4,050.00
	241511	05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM 04/26-04/30/21	\$4,050.00
	241599	05/17/2021	MAY 7, 2021	SENIOR EATS PROGRAM 05/03-05/07/21	\$3,825.00
	241649	05/24/2021	MAY 14, 2021	SENIOR EATS PROGRAM 05/10-05/14/21	\$3,960.00
Remit to: MORENO VALLEY, CA					FYTD: \$187,785.00
MARIPOSA LANDSCAPES, INC.	30690	05/10/2021	92637	DETENTION BASIN MAINTENANCE-MAR. 2021	\$11,190.00
		05/10/2021	92278	DETENTION BASIN MAINTENANCE-FEB. 2021	
		05/10/2021	91902	DETENTION BASIN MAINTENANCE-JAN. 2021	
	30840	05/24/2021	92624	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-MAR. 2021	\$686.04
		05/24/2021	92634	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-MAR. 2021	
		05/24/2021	92628	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-MAR. 2021	
Remit to: IRWINDALE, CA					FYTD: \$544,516.46
MARROWS, CLYDE	241627	05/17/2021	R21-156100	ANIMAL SERVICES REFUND-DUPLICATE WEB LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
MARTINEZ, DAVID	241537	05/10/2021	R21-154873	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
MASONRY WEST, INC.	241494	05/03/2021	234071	REISSUE STALE DATED CHECK 5/14/18 CK #234071	\$79.51
Remit to: COLTON, CA					FYTD: \$79.51

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MCCAIN TRAFFIC SUPPLY	241600	05/17/2021	INV0257893	TRAFFIC SIGNAL EQUIPMENT	\$2,970.07
Remit to: VISTA, CA					FYTD: \$44,694.50
MCGRATH RENTCORP AND SUBSIDIARIES	30691	05/10/2021	300393169	CITY YARD TEMPORARY STORAGE UNIT RENTAL & DELIVERY FEE-FIRST MO.	\$1,430.55
		05/10/2021	300412620	TEMPORARY STORAGE UNIT RENTAL-CITY YARD 2/26-3/27/21	
		05/10/2021	300452352	TEMPORARY STORAGE UNIT RENTAL-CITY YARD 4/27-5/26/21	
		05/10/2021	300439423	TEMPORARY STORAGE UNIT RENTAL-CITY YARD 4/7-5/6/21	
		05/10/2021	300392756	CRC TEMPORARY STORAGE UNIT RENTAL & DELIVERY FEE-FIRST MONTH	
Remit to: SAN FRANCISCO, CA					FYTD: \$2,301.10
MENCHACA, CEASER OMAR	241570	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
MIRANDA, JONATHAN	241572	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
MITY-LITE, INC.	30783	05/17/2021	SO110015	3 FT BLK CIRCULAR TABLE	\$4,892.30
Remit to: DALLAS, TX					FYTD: \$4,892.30
MOORE, NIA IMANI	241574	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
MORENO VALLEY MALL HOLDING, LLC	30842	05/24/2021	JUN. 2021 RENT	JUNE 2021 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					FYTD: \$75,619.94

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MORENO VALLEY TOW & RADIATOR	241601	05/17/2021	13401	EVIDENCE TOWING FOR PD	\$225.00
	241650	05/24/2021	13459	EVIDENCE TOWING & STORAGE FEES - PD	\$678.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,688.50
MORENO, MICHAEL DOMINICK	241567	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
MORNING OPTIMIST CLUB OF MV	241538	05/10/2021	232599	STALE DATED CHECK REISSUE-CK#232559	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
MORUA, MICHELLE	241555	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
MOVAL ENTERPRISES INC. DBA MARINAJ CATERING	30635	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM 04/19-04/23/21	\$3,150.00
	30692	05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM 04/26-04/30/21	\$3,150.00
	30784	05/17/2021	MAY 7, 2021	SENIOR EATS PROGRAM 05/03-05/07/21	\$3,375.00
	30843	05/24/2021	MAY 14, 2021	SENIOR EATS PROGRAM 05/10-05/14/21	\$3,240.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$156,870.00
MRE STAR, LLC	241634	05/17/2021	12607	EMERGENCY RATIONS - COMPLETE MEALS WITH HEATERS	\$5,000.00
Remit to: SARASOTA, FL					<u>FYTD:</u> \$5,000.00
MTGL, INC	30636	05/03/2021	65321	JB TRAIL ATP 3	\$2,514.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$4,467.08
MURILLO, KATHERINE	241563	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00

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CHECKS UNDER \$25,000

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MWI ANIMAL HEALTH	241602	05/17/2021	32785370	ANIMAL MEDICAL SUPPLIES	\$89.36
Remit to: BOISE, ID					FYTD: \$1,316.51
NARANJO, ANGELA CELESTE	241523	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
NATIONAL BUSINESS FURNITURE	30844	05/24/2021	MK559080-TDQ	OFFICE CHAIRS FOR FIRE STATIONS	\$3,310.71
Remit to: MILWAUKEE, WI					FYTD: \$4,450.01
NAVARRETE, MARIA A	241495	05/03/2021	R21-155774	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$13.00
Remit to: MORENO VALLEY, CA					FYTD: \$13.00
NBS GOVERNMENT FINANCE GROUP	30785	05/17/2021	321100219	CONSULTING SERVICES-FORMATION OF PARKS SFD	\$2,850.00
Remit to: TEMECULA, CA					FYTD: \$30,298.94
NKWOCHA, NKEIRU CHELSEA	241568	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
NPG INC, DBA GOLDSTAR ASPHALT PRODUCTS	30637	05/03/2021	19214	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$1,197.10
Remit to: PERRIS, CA					FYTD: \$16,711.06
PACIFIC TELEMAGEMENT SERVICES	30845	05/24/2021	2067060	PAY PHONE SERVICES-JUN. 2021	\$128.28
Remit to: SAN RAMON, CA					FYTD: \$1,536.36
PADILLA, GLORIA YOULANDA	241573	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
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For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
PAULINES HUMAN HAIR	241628	05/17/2021	BL#24917-YR2021	REFUND OF OVERPAYMENT FOR BL # 24917	\$65.00
Remit to: MORENO VALLEY, CA					FYTD: \$65.00
PEDLEY SQUARE VETERINARY CLINIC	30693	05/10/2021	MAR-2021	VETERINARY SERVICES-MV ANIMAL SHELTER	\$9,105.70
Remit to: RIVERSIDE, CA					FYTD: \$74,170.69
PEPE'S TOWING	241603	05/17/2021	100210	EVIDENCE TOWING FOR PD	\$675.00
		05/17/2021	98477	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$8,650.00
PERCEPTIVE ENTERPRISES, INC.	30694	05/10/2021	3697	PROFESSIONAL DBE/ CPR CONSULTING SERVICES	\$8,592.00
Remit to: LOS ANGELES, CA					FYTD: \$82,233.00
PGI - PACIFIC GRAPHICS, INC	30846	05/24/2021	44074	PRINTING & MAILING SERVICES-CSD PUBLIC HEARING NOTICES	\$2,621.94
Remit to: INDUSTRY, CA					FYTD: \$5,590.10
PIECHO, ERIC	241582	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
POLITICAL DATA INC.	241604	05/17/2021	616488	ONLINE MAIL FILES NEWSLETTERS	\$1,482.60
Remit to: NORWALK, CA					FYTD: \$1,482.60
PROFESSIONAL COMMUNICATIONS NETWORK PCN	241652	05/24/2021	158300209	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$491.06
Remit to: RIVERSIDE, CA					FYTD: \$6,807.03

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY	30695	05/10/2021	23143296	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	\$776.42
		05/10/2021	23140102	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		05/10/2021	23146381	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		05/10/2021	23146378	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD	
		05/10/2021	23146385	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		05/10/2021	23143305	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		05/10/2021	23140100	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		05/10/2021	23140090	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		05/10/2021	23140091	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD	
		05/10/2021	23140092	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		05/10/2021	23140093	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		05/10/2021	23140099	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		05/10/2021	23146379	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		05/10/2021	23140094	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		05/10/2021	23149479	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		05/10/2021	23146380	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		05/10/2021	23146389	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		05/10/2021	23146377	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		05/10/2021	23143297	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD	
		05/10/2021	23149478	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY		05/10/2021	23143298	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		05/10/2021	23143299	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		05/10/2021	23149477	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		05/10/2021	23143300	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		05/10/2021	23143304	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		05/10/2021	23143308	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		05/10/2021	23140098	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		05/10/2021	23146387	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		05/10/2021	23146386	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		05/10/2021	23143306	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	

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PRUDENTIAL OVERALL SUPPLY	30787	05/17/2021	23143295	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD	\$246.26
		05/17/2021	23140089	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD	
		05/17/2021	23146376	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD	
		05/17/2021	23146382	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		05/17/2021	23146384	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		05/17/2021	23149476	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD	
		05/17/2021	23149482	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		05/17/2021	23149483	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		05/17/2021	23149484	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		05/17/2021	23149488	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/17/2021	23146388	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/17/2021	23146383	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	30847	05/24/2021	23152502	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	\$562.26
		05/24/2021	23149486	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		05/24/2021	23149480	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		05/24/2021	23152510	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		05/24/2021	23149481	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		05/24/2021	23149485	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		05/24/2021	23155492	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/24/2021	23152516	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		05/24/2021	23155491	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		05/24/2021	23152517	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/24/2021	23152521	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		05/24/2021	23149487	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		05/24/2021	23155490	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		05/24/2021	23155484	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		05/24/2021	23155488	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		05/24/2021	23155489	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		05/24/2021	23152512	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		05/24/2021	23155485	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		05/24/2021	23152504	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		05/24/2021	23152514	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		05/24/2021	23149489	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		05/24/2021	23155493	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	

Remit to: RIVERSIDE, CA

FYTD: \$16,077.77

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PSOMAS	30638	05/03/2021	172192	JUAN BAUTISTA TRAIL ATP-2	\$2,805.60
		05/03/2021	171148	JUAN BAUTISTA TRAIL ATP-2	
	30788	05/17/2021	172527	JUAN BAUTISTA TRAIL ATP-2	\$1,114.74
Remit to: LOS ANGELES, CA					FYTD: \$28,073.64
PVP COMMUNICATIONS, INC.	30789	05/17/2021	128983	MOTOR HELMET & RADIO COMMUNICATIONS KIT FOR TRAFFIC OFFICER	\$1,586.26
Remit to: TORRANCE, CA					FYTD: \$5,363.82
PYRO SPECTACULARS, INC.	241653	05/24/2021	100	FIREWORKS DISPLAY FOR JULY 4, 2021	\$23,500.00
Remit to: RIALTO, CA					FYTD: \$23,500.00
QUALITY LOGO PRODUCTS, INC.	241542	05/10/2021	QSI-854457	GRAY/WHITE LED LIGHT BULB STRESS BALLS	\$1,184.38
Remit to: AURORA, IL					FYTD: \$1,184.38
RIGHTWAY SITE SERVICES, INC.	241487	05/03/2021	280434	PORTABLE RESTROOMS RENTAL/SERVICE-MAINT. & OPS. DIVISION	\$206.30
	241605	05/17/2021	279075	PORTABLE RESTROOMS/WASH STATIONS FOR FARMERS MARKET AT CRC	\$818.75
		05/17/2021	280735	PORTABLE RESTROOMS/WASH STATIONS FOR FARMERS MARKET AT CRC	
		05/17/2021	281283	PORTABLE RESTROOM RENTAL AT POLICE STATION	
	241654	05/24/2021	281472	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	\$516.28
		05/24/2021	281473	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	
Remit to: LAKE ELSINORE, CA					FYTD: \$23,801.72
RIOS, DANA	241524	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	241655	05/24/2021	HS0000006903	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$200.00
Remit to: RIVERSIDE, CA					FYTD: \$600.00
RIVERSIDE COUNTY FLOOD CONTROL & WATER, CONSERVATION DIST.	241656	05/24/2021	D1042106C	RCFC&WCD 801 0077 PERMIT FEES	\$1,000.00
Remit to: RIVERSIDE, CA					FYTD: \$68,375.66
RIVERSIDE COUNTY HABITAT CONSERVATION	241607	05/17/2021	1ST QTR 2021ADDL	STEPHEN'S KANGAROO RAT MITIGATION FEES FOR QTR ENDING 3/31/21	\$15,010.00
Remit to: RIVERSIDE, CA					FYTD: \$69,216.00
RIVERSIDE COUNTY OFFICE OF EDUCATION	241608	05/17/2021	2021-734	TRANSLATION SVCS-PW/TRAFFIC	\$343.16
		05/17/2021	2021-540/524	TRANSLATION SVCS-PW/TRAFFIC	
Remit to: RIVERSIDE, CA					FYTD: \$1,318.01
RIVERSIDE MEDICAL CLINIC	30791	05/17/2021	700000183 05/05	EMPLOYMENT PHYSICALS/DRUG SCREENINGS	\$930.70
Remit to: RIVERSIDE, CA					FYTD: \$6,515.70
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	30848	05/24/2021	1163	SART EXAMS BILLING FOR PD - APR. 2021	\$3,200.00
Remit to: MORENO VALLEY, CA					FYTD: \$44,800.00
ROADPOST USA INC DBA BLUECOSMO	30849	05/24/2021	BU01325264	SATELLITE PHONE SERVICE PLAN-FIRE	\$548.00
Remit to: SEATTLE, WA					FYTD: \$6,028.00

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ROBERT HALF INTERNATIONAL, INC.	30696	05/10/2021	57514913	APPLICATIONS ANALYST TEMP-W.E. 04/16/21 (J. PERLAS)	\$7,503.38
		05/10/2021	57434293	APPLICATIONS ANALYST TEMP-W.E. 04/02/21 (J. PERLAS)	
		05/10/2021	57393076	APPLICATIONS ANALYST TEMP-W.E. 03/26/21 (J. PERLAS)	
		05/10/2021	57007913	APPLICATIONS ANALYST TEMP-W.E. 01/15/21 (J. PERLAS)	
	30792	05/17/2021	57597997	APPLICATIONS ANALYST TEMP-W.E. 04/30/21 (J. PERLAS)	\$1,702.07
Remit to: SAN RAMON, CA					FYTD: \$62,680.81
ROBINSON SR, STEPHAN E.	241496	05/03/2021	C22835	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$100.00
Remit to: GRAND PRAIRE, TX					FYTD: \$100.00
ROMAN TINT, INC	30639	05/03/2021	2787	INSTALL 3M SOLAR ON KITCHEN WINDOW-FIRE STATION 2	\$142.76
Remit to: RIALTO, CA					FYTD: \$11,204.00
RSG, INC	30793	05/17/2021	I007279	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES- APR. 2021	\$4,470.51
Remit to: IRVINE, CA					FYTD: \$37,469.55
RYAN, ANDREW	241497	05/03/2021	C26582	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
SABRE LIGHTING AND SIGNS	241514	05/10/2021	7800	REMAINING BALANCE FOR BUSINESS & EMP. RESOURCE CTR. LIGHTED SIGN	\$1,992.75
Remit to: MORENO VALLEY, CA					FYTD: \$9,693.25

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SALVATION ARMY	30697	05/10/2021	8 /FEB-21 ESG-CV	ESG-CV RAPID REHOUSING/HOMELESS PREVENTION PROGRAM PAYMENT	\$18,335.99
		05/10/2021	7 /JAN-21 ESG-CV	ESG-CV RAPID REHOUSING/HOMELESS PREVENTION PROGRAM PAYMENT	
		05/10/2021	9 /MAR-21 ESG-CV	ESG-CV RAPID REHOUSING/HOMELESS PREVENTION PROGRAM PAYMENT	
		05/10/2021	5 /NOV-20 ESG-CV	ESG-CV RAPID REHOUSING/HOMELESS PREVENTION PROGRAM PAYMENT	
		05/10/2021	6 /DEC-20 ESG-CV	ESG-CV RAPID REHOUSING/HOMELESS PREVENTION PROGRAM PAYMENT	
Remit to: MORENO VALLEY, CA					FYTD: \$356,081.18
SANCHEZ, ESMERALDA	241556	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
SAVE, JOSEPHINE NINA	241566	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
SCOTT MORRISON & ASSOCIATES	241488	05/03/2021	INV 4-15-21	ASBESTOS/LEAD INSPECTION SERVICES - 13965 PEPPER	\$650.00
Remit to: RIVERSIDE, CA					FYTD: \$650.00
SEARLE CREATIVE GROUP, LLC	30851	05/24/2021	21699	WEBSITE HOSTING & MAINTENANCE-APR. 2021	\$837.50
Remit to: VENTURA, CA					FYTD: \$15,148.49
SEMPER SOLARIS	241667	05/24/2021	240496	STALE DATED CHECK REISSUE-CK#240496	\$331.00
Remit to: RIVERSIDE, CA					FYTD: \$669.70

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SERVICEMASTER RESTORATION BY EMT	241629	05/17/2021	BL#35844-YR2021	REFUND OF OVERPAYMENT FOR BUSINESS LICENSE	\$87.47
Remit to: ONTARIO, CA					FYTD: \$87.47
SILVA RICO, BRENDA DENISSE	241547	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
SINGH, AMARJOT	241630	05/17/2021	6874	STALE DATED CHECK REISSUE-CK#6874	\$56.38
Remit to: MORENO VALLEY, CA					FYTD: \$56.38
SKY PUBLISHING	30698	05/10/2021	21-3_142	FULL PAGE MAGAZINE AD-FLOOD PLAIN MGMT PUBLIC SVC MSG/2021 ISS 3	\$1,400.00
Remit to: MORENO VALLEY, CA					FYTD: \$10,600.00
SNST ENTERPRISE INC. DBA OISHII SUSHI AND TERIYAKI	30640	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM 04/19-04/23/21	\$3,600.00
	30699	05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM 04/26-04/30/21	\$3,600.00
	30795	05/17/2021	MAY 7, 2021	SENIOR EATS PROGRAM 05/03-05/07/21	\$3,600.00
	30852	05/24/2021	MAY 14, 2021	SENIOR EATS PROGRAM 05/10-05/14/21	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$167,760.00
SOFTWARE ONE, INC / FORMERLY COMPUCOM	30796	05/17/2021	US-PSI-1037107	2021 MICROSOFT TRUE UP - 16 CORES TO DATACENTER	\$3,918.72
Remit to: WAUKESHA, WI					FYTD: \$14,440.92

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SOUTHERN CALIFORNIA EDISON	241489	05/03/2021	APR-21 5/3/21	ELECTRICITY CHARGES	\$2,306.48
	241515	05/10/2021	MAR-21 5/10/21	ELECTRICITY CHARGES	\$7,752.12
		05/10/2021	APR-21 5/10/21	ELECTRICITY CHARGES	
	241657	05/24/2021	APR-21 5/24/21	ELECTRICITY CHARGES	\$4,387.57
Remit to: ROSEMEAD, CA					FYTD: \$1,998,829.39
SOUTHERN CALIFORNIA GAS CO.	241658	05/24/2021	APR-2021	GAS CHARGES	\$7,327.21
Remit to: MONTEREY PARK, CA					FYTD: \$81,782.71
SOUTHERN PET SUPPLIES	30641	05/03/2021	9901	PET SUPPLIES-SLIP LEADS	\$125.45
	30797	05/17/2021	9904	PET SUPPLIES-ASSORTED COLLARS & NYLON LEADS	\$414.85
Remit to: SAN DIEGO, CA					FYTD: \$540.30
SPARKLETTS	30700	05/10/2021	10050036 040221	BOTTLED WATER SERVICE/COOLER RENTAL FOR EOC & ERF	\$11.98
Remit to: DALLAS, TX					FYTD: \$161.78
STATE BOARD OF EQUALIZATION 1	30872	05/24/2021	043021	SALES & USE TAX REPORT FOR 4/1-4/30/21	\$548.00
Remit to: SACRAMENTO, CA					FYTD: \$40,315.00
STATE CONTROLLER'S OFFICE	241610	05/17/2021	FAUD-00002710	ANNUAL STREET REPORT-FY 2020/21	\$3,300.00
Remit to: SACRAMENTO, CA					FYTD: \$3,300.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	241611	05/17/2021	507554	LIVE SCAN FINGERPRINTING APPS FOR PD-APR. 2021	\$98.00
Remit to: SACRAMENTO, CA					FYTD: \$11,461.00

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
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For Period 5/1/2021 through 5/31/2021

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	30798	05/17/2021	43447	TRANSCRIPTION SERVICES FOR PD-APR. 2021	\$418.20
Remit to: CORONA, CA					<u>FYTD:</u> \$5,447.01
STEVEN PERRY PROFESSIONAL PHOTOGRAPHY	30642	05/03/2021	210422.2	PHOTOGRAPHY SERVICES-04/21/21 MOVAL RENTAL RESCUE EVENT	\$165.25
	30702	05/10/2021	210430.1	PHOTOGRAPHY SERVICES-04/30/21 BERC RIBBON CUTTING EVENT	\$271.50
	30799	05/17/2021	210509.1	PHOTOGRAPHY SERVICES-05/08/21 BEAUTIFY MOVAL COMMUNITY SVC DAY	\$467.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,594.85
STEWART-PERDOMO, DEVIN	30853	05/24/2021	3/8 - 4/18/21	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$299.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,909.00
STILES ANIMAL REMOVAL, INC.	241612	05/17/2021	111065	DECEASED LARGE ANIMAL REMOVAL SERVICES-APR. 2021	\$575.00
Remit to: GUAСТИ, CA					<u>FYTD:</u> \$16,225.00
STRADLING, YOCCA, CARLSON & RAUTH	30800	05/17/2021	376213-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-APR. 2021	\$1,730.20
		05/17/2021	376214-0005	LEGAL SERVICES-COTTONWOOD II MATTER-APR. 2021	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$34,619.97

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SUNNYMEAD ACE HARDWARE	241517	05/10/2021	90188	MISC SUPPLIES FOR FIRE STATION 6	\$83.42
		05/10/2021	90304	MISC SUPPLIES FOR FIRE STATION 6	
		05/10/2021	91021	MISC SUPPLIES FOR FIRE STATION 2	
	241613	05/17/2021	91138	MISC SUPPLIES FOR FIRE STATION 2	\$115.20
		05/17/2021	91151	MISC SUPPLIES FOR FIRE STATION 91	
	241659	05/24/2021	91205	MISC. SUPPLIES FOR PD	\$21.45
		05/24/2021	91182	MISC. SUPPLIES FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$3,022.20
SYNERGY COMPANIES	241660	05/24/2021	MVU RES DI 03-21	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES-MAR21	\$18,259.20
Remit to: HAYWARD, CA					FYTD: \$498,964.58
TESLA ENERGY OPERATIONS INC	241631	05/17/2021	BOE21-0174	REFUND BUILDING PERMIT CREATED IN ERROR-10292 PENGUIN	\$291.40
Remit to: FREMONT, CA					FYTD: \$3,910.20
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	30703	05/10/2021	130013	FLEX AND COBRA ADMIN FEES-APR 2021	\$1,537.60
Remit to: TEMECULA, CA					FYTD: \$541,473.22
THE CUPCAKE & ESPRESSO BAR	241490	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM-04/19-04/23/21	\$3,825.00
		05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM-4/26-4/30/21	\$3,825.00
		05/17/2021	MAY 7, 2021	SENIOR EATS PROGRAM-05/03-05/07/21	\$3,825.00
		05/24/2021	MAY 14, 2021	SENIOR EATS PROGRAM-05/10-05/14/21	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$179,775.00
THE ECOHERO SHOW LLC	30854	05/24/2021	1721	THE ECOHERO SHOW SCHOOL OUTREACH ASSEMBLIES FY 20/21-4/19/21	\$2,775.00
Remit to: FRESNO, CA					FYTD: \$8,725.00

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



**City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THE HOME DEPOT	241539	05/10/2021	BOC21-0087	REFUND CANCELLED BUILDING PERMIT-24291 ELMCREEK	\$194.08
Remit to: POWAY, CA					FYTD: \$1,354.24
THE LEW EDWARDS GROUP	30645	05/03/2021	21-01	STRATEGIC CONSULTING PLANNING-MARCH 2021	\$12,000.00
		05/03/2021	21-02	STRATEGIC CONSULTING PLANNING-APRIL 2021	
Remit to: OAKLAND, CA					FYTD: \$12,000.00
THE PALM HOUSE LLC DBA WOODY'S BREWHOUSE	30646	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM 04/19-04/23/21	\$3,600.00
	30704	05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM 04/26-04/30/21	\$3,600.00
	30801	05/17/2021	MAY 7, 2021	SENIOR EATS PROGRAM 05/03-05/07/21	\$3,600.00
	30855	05/24/2021	MAY 14, 2021	SENIOR EATS PROGRAM 05/10-05/14/21	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$166,545.00
THE SOCO GROUP INC.	30705	05/10/2021	1846113-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$16,726.04
		05/10/2021	1852428-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/10/2021	1847374-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/10/2021	1854072-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/10/2021	1849337-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/10/2021	1856956-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	30856	05/24/2021	1862546-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$15,529.39
		05/24/2021	1865837-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/24/2021	1867880-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/24/2021	1861261-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/24/2021	1858995-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					FYTD: \$236,096.98

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THEODORE, TONYA L	241525	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
THINK TOGETHER, INC	30857	05/24/2021	131-2020/21	ASES KIDS CODE INSTRUCTIONAL PROGRAM-YEAR THREE	\$17,100.00
Remit to: SANTA ANA, CA					FYTD: \$5,406,810.66
THOMSON REUTERS-WEST PUBLISHING CORP.	30858	05/24/2021	844304323	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-APR. 2021	\$1,210.41
Remit to: CAROL STREAM, IL					FYTD: \$13,278.79
TIMARONG, JU-ANN ANNA	241559	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
TIME WARNER CABLE	241617	05/17/2021	091922301050121	FIBER INTERNET ACCESS SERVICES - MAY 2021	\$844.00
	241662	05/24/2021	2622388051321	SPECTRUM 1G ISP LINE FOR EOC 5/13-6/12/21	\$2,100.00
Remit to: PITTSBURGH, PA					FYTD: \$32,388.75
T-MOBILE USA	241518	05/10/2021	9440175056	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$630.00
		05/10/2021	9440175055	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
	241615	05/17/2021	9444139905	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$180.00
Remit to: SEATTLE, WA					FYTD: \$4,431.00
TNPP RESTAURANT INC DBA BRAVO BURGERS	30647	05/03/2021	APR 23, 2021	SENIOR EATS PROGRAM-04/19-04/23/21	\$3,600.00
	30706	05/10/2021	APR 30, 2021	SENIOR EATS PROGRAM-4/26-4/30/21	\$3,600.00
	30802	05/17/2021	MAY 7, 2021	SENIOR EATS PROGRAM-05/03-05/07/21	\$3,600.00
	30859	05/24/2021	MAY 14, 2021	SENIOR EATS PROGRAM-05/10-05/14/21	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$167,293.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TOWNSEND PUBLIC AFFAIRS, INC.	30860	05/24/2021	17095	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-MAY 2021	\$4,000.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$48,000.00
TRAN, VINCENT	241498	05/03/2021	C26911	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$1,000.00
Remit to: FOUNTAIN VALLEY, CA					<u>FYTD:</u> \$1,000.00
TRUEPOINT SOLUTIONS, LLC	30803	05/17/2021	21-406	SUPPORT SERVICES-APR. 2021-ACP/ACA SUPPORT & ENHANCEMENTS	\$1,575.00
Remit to: LOOMIS, CA					<u>FYTD:</u> \$56,409.48
TUMON BAY RESORT & SPA	30861	05/24/2021	JUNE 2021 RENT	JUNE 2021 RENT (INCL. CAM, ETC) FOR BUSINESS & EMP. RESOURCE CTR	\$7,942.77
Remit to: TAMUNING, GU					<u>FYTD:</u> \$79,193.66
U S Bank Trust Lsf9	241632	05/17/2021	BL#37702-YR2021	REFUND OF OVERPAYMENT FOR BUSINESS LICENSE	\$65.00
Remit to: ATLANTA, GA					<u>FYTD:</u> \$65.00
U.S. POSTAL SERVICE	241621	05/17/2021	5122021	POSTAGE-MAILER-JOIN THE CONVERSATION	\$3,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32,052.02
UCR CENTER FOR ECONOMIC FORECASTING & DEVELOPMENT	30862	05/24/2021	1858r	2020 HISTORICAL EMPLOYMENT REPORT - FINAL INVOICE	\$4,950.00
Remit to: MILL VALLEY, CA					<u>FYTD:</u> \$4,950.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ULTRASERV AUTOMATED SERVICES, LLC	30707	05/10/2021	255114	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$386.34
		05/10/2021	255166	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		05/10/2021	255157	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
	30863	05/10/2021	255113	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		05/24/2021	255236	COFFEE SERVICE SUPPLIES-CITY YARD	\$866.19
		05/24/2021	255235	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		05/24/2021	255289	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		05/24/2021	255290	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		05/24/2021	255237	COFFEE SERVICE SUPPLIES-ANNEX 1	
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$11,673.89
ULTRASYSTEMS ENVIRONMENTAL, INC.	30804	05/17/2021	12175	MDP LINE K-1 AND K-4	\$3,568.60
Remit to: IRVINE, CA					<u>FYTD:</u> \$20,535.50

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UNDERGROUND SERVICE ALERT	30708	05/10/2021	320210470 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAR. 2021	\$341.65	
		05/10/2021	320210470 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAR. 2021		
		05/10/2021	320210470 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAR. 2021		
		05/10/2021	320210470 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAR. 2021		
	30709	05/10/2021	420210470 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR. 2021	\$255.85	
		05/10/2021	420210470 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR. 2021		
		05/10/2021	420210470 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR. 2021		
		05/10/2021	420210470 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR. 2021		
	241520		05/10/2021	dsb20201581 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$124.53
			05/10/2021	dsb20201581 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
			05/10/2021	dsb20201581 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
			05/10/2021	dsb20201581 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
241521		05/10/2021	dsb20202154 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$124.53	
		05/10/2021	dsb20202154 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
		05/10/2021	dsb20202154 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
		05/10/2021	dsb20202154 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
Remit to: CORONA, CA					FYTD: \$4,039.68	
UNION BANK OF CALIFORNIA 1	241663	05/24/2021	1264862	INVESTMENT CUSTODIAL SERVICES-APR. 2021	\$625.00	
Remit to: LOS ANGELES, CA					FYTD: \$6,541.67	
UNITED ROTARY BRUSH CORP	30710	05/10/2021	CI264709	CREDIT FOR STREET SWEEPER ACCESSORIES PAID ON INVOICE CI264691	\$3,398.11	
		05/10/2021	CI265072	STREET SWEEPER BRUSHES & ACCESSORIES		
		05/10/2021	CI264392	STREET SWEEPER BRUSHES & ACCESSORIES		
		05/10/2021	CI264691	STREET SWEEPER BRUSHES & ACCESSORIES		
Remit to: KANSAS CITY, MO					FYTD: \$33,730.45	

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UNITED SITE SERVICES OF CA, INC.	30649	05/03/2021	114-11854008	FENCE RENTAL AT ANIMAL SHELTER 04/08-05/05/21	\$106.40
Remit to: PHOENIX, AZ					FYTD: \$1,170.40

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VACATE TERMITE & PEST ELIMINATION COMPANY	30805	05/17/2021	110503	MOSQUITO ABATEMENT SERVICE-SENIOR CENTER	\$2,130.00
		05/17/2021	110492	PEST CONTROL SERVICE-APR. 2021-FIRE STATION 65	
		05/17/2021	110493	PEST CONTROL SERVICE-APR. 2021-LIBRARY	
		05/17/2021	110709	PEST CONTROL SERVICE-APR. 2021-TRANSPORTATION TRAILER	
		05/17/2021	110717	PEST CONTROL SERVICE-APR. 2021-EOC	
		05/17/2021	110716	PEST CONTROL SERVICE-APR. 2021-CONFERENCE & REC. CENTER	
		05/17/2021	110715	PEST CONTROL SERVICE-APR. 2021-CITY HALL	
		05/17/2021	110487	PEST CONTROL SERVICE-APR. 2021-SENIOR CENTER	
		05/17/2021	110711	PEST CONTROL SERVICE-APR. 2021-MARCH FIELD PARK COMMUNITY CTR.	
		05/17/2021	110507	MOSQUITO ABATEMENT SERVICE-ANIMAL SHELTER	
		05/17/2021	110707	PEST CONTROL SERVICE-APR. 2021-CITY YARD SANTIAGO OFFICE	
		05/17/2021	110708	PEST CONTROL SERVICE-APR. 2021-CITY YARD	
		05/17/2021	110509	MOSQUITO ABATEMENT SERVICE-TOWNGATE COMMUNITY CENTER	
		05/17/2021	110491	PEST CONTROL SERVICE-APR. 2021-TOWNGATE COMMUNITY CENTER	
		05/17/2021	110713	PEST CONTROL SERVICE-APR. 2021-ANNEX 1	
		05/17/2021	110489	PEST CONTROL SERVICE-APR. 2021-FIRE STATION 48	
		05/17/2021	110698	PEST CONTROL SERVICE-APR. 2021-FIRE STATION 58 (SECOND SVC.)	
		05/17/2021	110720	PEST CONTROL SERVICE-APR. 2021-MARCH ANNEX	
		05/17/2021	111104	MOSQUITO ABATEMENT SERVICE-TOWNGATE COMMUNITY CENTER	
		05/17/2021	111096	MOSQUITO ABATEMENT SERVICE-SENIOR CENTER	
		05/17/2021	110941	PEST CONTROL SERVICE-MARCH FIELD PARK	
		05/17/2021	111120	MOSQUITO ABATEMENT SERVICE-ANIMAL SHELTER	
		05/17/2021	110490	PEST CONTROL SERVICE-APR. 2021-FIRE STATION 6	
		05/17/2021	110719	PEST CONTROL SERVICE-APR. 2021-PUBLIC SAFETY BUILDING	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITES & PEST ELIMINATION COMPANY	30805	05/17/2021	110318	PEST CONTROL SERVICE-MAR. 2021-ANNEX 1	
		05/17/2021	110450	PEST CONTROL SERVICE-APR. 2021-FIRE STATION 58	
		05/17/2021	110451	PEST CONTROL SERVICE-APR. 2021-UTILITY FIELD OFFICE	
		05/17/2021	110484	PEST CONTROL SERVICE-APR. 2021-FIRE STATION 91	
		05/17/2021	110718	PEST CONTROL SERVICE-APR. 2021-ANIMAL SHELTER	
		05/17/2021	110486	PEST CONTROL SERVICE-APR. 2021-FIRE STATION 99	
		05/17/2021	110488	PEST CONTROL SERVICE-APR. 2021-FIRE STATION 2	
		05/17/2021	110721	PEST CONTROL SERVICE-APR. 2021-COTTONWOOD GOLF CENTER	
Remit to: MORENO VALLEY, CA					FYTD: \$31,383.25
VALENZUELA, MELISSA MARIE	241569	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
VALLEY WIDE TOWING, LLC	30711	05/10/2021	10210	EVIDENCE TOWING FOR PD	\$225.00
	30864	05/24/2021	10328	EVIDENCE TOWING FOR PD	\$225.00
Remit to: MORENO VALLEY, CA					FYTD: \$12,964.50
VARGAS, DIXIE	241554	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
VERTIGIS NORTH AMERICA DBA LATITUDE GEOGRAPHICS	241618	05/17/2021	INV0015217	GEOCORTEX SUPPORT HOURS-APPLICATION DEV & SERVICES 11/1-11/28/20	\$600.00
Remit to: VICTORIA, BC					FYTD: \$44,997.00
VICTOR MEDICAL CO	30806	05/17/2021	5307899	ANIMAL MEDICAL SUPPLIES	\$79.43
Remit to: LAKE FOREST, CA					FYTD: \$6,304.31

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VIDONA, NATALIE	241564	05/10/2021	MAY 2021	MOVAL LEARNS-MAY 2021	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
VIGILANT SOLUTIONS, LLC	30865	05/24/2021	38592 RI	ANNUAL ALPR BASIC SERVICE SUBSCRIPTION RENEWAL 3/2021-2/2022	\$12,480.00
Remit to: DALLAS, TX					<u>FYTD:</u> \$12,480.00
VIVINT SOLAR	241540	05/10/2021	BOE21-0149	REFUND BUILDING PERMIT FEES-PERMIT CREATED IN ERROR	\$291.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$934.00
VOICES FOR CHILDREN, INC.	30866	05/24/2021	9 / MAR-21	CDBG SUBRECIPIENT PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$3,137.04
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$31,933.30
VOYAGER FLEET SYSTEM, INC.	30867	05/24/2021	8692116152117	CNG FUEL PURCHASES	\$7,093.88
Remit to: HOUSTON, TX					<u>FYTD:</u> \$83,684.15

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City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>	
VULCAN MATERIALS CO, INC.	30712	05/10/2021	72918703	ASPHALTIC/CRACK SEAL MATERIALS	\$4,050.40	
		05/10/2021	72918702	ASPHALTIC/CRACK SEAL MATERIALS		
		05/10/2021	72916627	ASPHALTIC/CRACK SEAL MATERIALS		
		05/10/2021	72914103	ASPHALTIC/CRACK SEAL MATERIALS		
		05/10/2021	72900908	ASPHALTIC/CRACK SEAL MATERIALS		
		05/10/2021	72903235	ASPHALTIC/CRACK SEAL MATERIALS		
		05/10/2021	72914102	ASPHALTIC/CRACK SEAL MATERIALS		
		05/10/2021	72908882	ASPHALTIC/CRACK SEAL MATERIALS		
		05/24/2021	72929246	ASPHALTIC/CRACK SEAL MATERIALS		\$6,383.87
		05/24/2021	72929245	ASPHALTIC/CRACK SEAL MATERIALS		
	05/24/2021	72887465	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72932480	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72926278	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72906144	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72883164	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72906143	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72911083	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72921562	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72921563	ASPHALTIC/CRACK SEAL MATERIALS			
	05/24/2021	72924203	ASPHALTIC/CRACK SEAL MATERIALS			
05/24/2021	72883163	ASPHALTIC/CRACK SEAL MATERIALS				
05/24/2021	72926277	ASPHALTIC/CRACK SEAL MATERIALS				
Remit to: LOS ANGELES, CA					FYTD: \$46,361.09	
WAXIE ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	30807	05/17/2021	79986483	JANITORIAL SUPPLIES FOR PD	\$244.89	
Remit to: LOS ANGELES, CA					FYTD: \$1,920.65	

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WEST COAST ARBORISTS, INC.	30650	05/03/2021	171487	TREE TRIMMING SERVICES - ZONE E-7	\$3,351.00
		05/03/2021	171536	TREE REMOVAL SERVICES - ZONE 01A	
		05/03/2021	169524	TREE TRIMMING SERVICES FOR MAINT. & OPS DIVISION-TERRA BELLA AVE	
	30808	05/17/2021	171621	TREE TRIMMING/REMOVAL SERVICES - ZONE 02	\$23,535.00
		05/17/2021	171619	TREE TRIMMING/REMOVAL SERVICES - ZONE D	
		05/17/2021	171620	TREE TRIMMING SERVICES - ZONE M	
Remit to: ANAHEIM, CA					FYTD: \$163,813.43
WEST COAST SHOPPING CART SERVICE, INC.	241619	05/17/2021	21-016	SHOPPING CART RETRIEVAL SERVICES-APR. 2021	\$2,737.00
Remit to: WEST COVINA, CA					FYTD: \$34,629.00
WESTERN MUNICIPAL WATER DISTRICT	241664	05/24/2021	23866-018292/AP1	WATER CHARGES-SKATE PARK	\$3,048.60
		05/24/2021	24753-018620/AP1	WATER CHARGES-M.A.R.B. BALLFIELDS	
		05/24/2021	23821-018257/AP1	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		05/24/2021	23821-018258/AP1	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
Remit to: ARTESIA, CA					FYTD: \$45,946.98
WILLDAN ENGINEERING	30713	05/10/2021	00713351	PROJECT MANAGEMENT SERVICES-MAR. 2021/NSP CLOSEOUT, ETC.	\$330.00
Remit to: ANAHEIM, CA					FYTD: \$300,182.07

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WILLDAN FINANCIAL SERVICES	30810	05/17/2021	010-47745	ERAP GRANT ADMINISTRATION SERVICES-APR. 2021	\$19,642.60
		05/17/2021	010-47747R	CARES ACT GRANT ADMINISTRATION SERVICES-APR. 2021	
		05/17/2021	010-47746R	GRANT ADMINISTRATION SERVICES-APR. 2021	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$344,331.15
WSP USA, INC.	30651	05/03/2021	1051789	MORENO MDP LINE F-18 AND F-19	\$2,260.26
		30812	05/17/2021	1055007	MORENO MDP LINE F-18 AND F-19
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$100,490.88

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
XEROX CAPITAL SERVICES, LLC	30813	05/17/2021	012632152	COLOR COPIER LEASE/BILLABLE PRINTS-JAN. 2021-GRAPHICS DEPT.	\$5,563.76
		05/17/2021	012557271	COLOR COPIER EQUIPMENT LEASE-JAN. 2021-GRAPHICS DEPT.	
		05/17/2021	012308733	COLOR COPIER EQUIPMENT LEASE-DEC. 2020-GRAPHICS DEPT.	
		05/17/2021	012308732	COLOR COPIER LEASE/BILLABLE PRINTS-DEC. 2020-GRAPHICS DEPT.	
		05/17/2021	012785134	COLOR COPIER EQUIPMENT LEASE-FEB. 2021-GRAPHICS DEPT.	
		05/17/2021	011809144	COLOR COPIER EQUIPMENT LEASE-OCT. 2020-GRAPHICS DEPT.	
		05/17/2021	013049645	COLOR COPIER EQUIPMENT LEASE-MAR. 2021-GRAPHICS DEPT.	
		05/17/2021	012049723	COLOR COPIER LEASE/BILLABLE PRINTS-NOV. 2020-GRAPHICS DEPT.	
		05/17/2021	012049724	COLOR COPIER EQUIPMENT LEASE-NOV. 2020-GRAPHICS DEPT.	
		05/17/2021	012876241	COLOR COPIER LEASE/BILLABLE PRINTS-FEB. 2021-GRAPHICS DEPT.	
		05/17/2021	012938642	CREDIT TO REVERSE INCORRECT METER CHARGE ON INV. 012876241	
		05/17/2021	012938643	INVOICE TO REBILL CORRECT METER CHARGE FOR INV. 012876241	
	05/17/2021	011809143	COLOR COPIER LEASE/BILLABLE PRINTS-OCT. 2020-GRAPHICS DEPT.		
	05/17/2021	013049644	COLOR COPIER LEASE/BILLABLE PRINTS-MAR. 2021-GRAPHICS DEPT.		
	30869	05/24/2021	013298191	COLOR COPIER LEASE/BILLABLE PRINTS-APR. 2021-GRAPHICS DEPT.	\$2,310.59
		05/24/2021	013298193	COLOR COPIER EQUIPMENT LEASE-APR. 2021-PARKS DEPT./CRC	
		05/24/2021	013379216	COLOR COPIER LEASE/BILLABLE PRINTS-APR. 2021-PARKS DEPT. /CRC	
		05/24/2021	013298192	COLOR COPIER EQUIPMENT LEASE-APR. 2021-GRAPHICS DEPT.	

Remit to: PASADENA, CA

FYTD: \$23,488.91

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



City of Moreno Valley
Payment Register
For Period 5/1/2021 through 5/31/2021

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
YUM YUM WINCHELL'S	241668	05/24/2021	104278	DEPOSIT REFUND-CODE VIOLATION CORRECTION	\$12,675.51
Remit to: CITY OF INDUSTRY, CA					<u>FYTD:</u> \$12,675.51
ZECO SYSTEMS INC. DBA GREENLOTS	241620	05/17/2021	INV1901938	EVOCHARGE IEVSE-UPGRADE	\$10,760.53
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$12,700.03
TOTAL CHECKS UNDER \$25,000					\$1,134,729.86
GRAND TOTAL					\$16,642,392.91

Attachment: May 2021 Payment Register (4448 : PAYMENT REGISTER- MAY 2021)



Report to City Council

TO:

FROM: Brian Mohan, Assistant City Manager
Steve Quintanilla, Interim City Attorney

AGENDA DATE: August 3, 2021

TITLE: COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES

RECOMMENDED ACTION

Recommendations:

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.

SUMMARY

The Disaster Council recommends that the City Council adopt the attached 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.

The City Council initially declared a Local State of Emergency at its March 17, 2020 meeting and closed all City facilities to the public to minimize and mitigate the spread of the COVID-19 coronavirus.

DISCUSSION

On March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene. The Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief. The Disaster Council's purpose is to develop and recommend for adoption by the City Council emergency plans, mutual aid plans, agreements,

ordinances, resolutions and any necessary rules and regulations to implement the aforementioned.

Since the commencement of the Local State of Emergency, the City Council adopted via various resolutions and/or orders certain “Emergency Measures” related to the following:

- Declaring and Subsequently Extending the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- Approving the Pandemic Influenza Preparedness Plan;
- Ratifying, Adopting and Approving the Amended Closure Plan Regarding its Termination Date;
- Directing the City Disaster Council and/or City Manager/Emergency Services Director to Seek, Apply for and Accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor’s Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- Authorizing the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- Waiving the City Manager’s/Emergency Services Director’s Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- Authorizing the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- Authorizing the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for those Purposes, Without Giving Notice for Bids to Let Contracts;
- Granting Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City’s Local State of Emergency at the Express or Implied Request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council;
- Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19;
- Approving Provisions to Permit Expanded Outdoor Dining for Local Restaurants and Streamlining the Temporary Use Permit (TUP) Process and Instituting a Fee Waiver to Temporarily Allow Existing Restaurants to Expand Outdoor Seating Capacity on Private Property in Order to Implement Proper Social Distancing Measures;

- Authorizing the Operation of the State of California's Great Plates Delivered Program, Locally Known as Senior Eats, Reimbursing Local Restaurants for the Delivery of Hot Meals to Seniors;
- Approving Provisions to Allow for Temporary Outdoor Business Operations and Streamlining the Temporary Use Permit (TUP) process and Instituting a Fee Waiver to Temporarily Allow Existing Businesses to Conduct Outdoor Business Operations on Private Property in Order to Implement Proper Social Distancing Measures; and
- Adopting a Declaration of a Fiscal Emergency.

It is important to note that all of the above Emergency Measures are temporary. Each are set to terminate at such time that the Governor's State of Emergency is terminated by a subsequent proclamation of the Governor, a concurrent resolution of the State Legislature, or adoption of or change in previous State legislation, State Commission, CPUC, or other State Board that conflicts with any local Council approved resolutions, and the emergency measures are terminated by the City Council. Notwithstanding the foregoing, and in order to prevent inconsistencies, the Disaster Council or the City Council may suspend the effectiveness of any of the Emergency Measures in the event the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes any given Emergency Measure.

Notwithstanding the above, under the California Emergency Services Act, the City Council must review the need for continuing the existence of the Local State of Emergency at least once every 60 days until the City Council terminates the Local State of Emergency. Pursuant to the California Emergency Services Act, the City Council must terminate the Local State of Emergency at the earliest possible day that the conditions warrant.

RESOLUTION EXTENDING LOCAL EMERGENCY AND EMERGENCY MEASURES

In light of the foregoing, the Disaster Council recommends that the City Council adopt the attached Resolution that:

- Extends Declaration of the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- Reaffirms the Approval the Pandemic Influenza Preparedness Plan;
- Continues Directing the City Disaster Council and/or City Manager/Emergency Services Director to Seek, Apply for and Accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;

- Continues to Authorize the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- Continues to Waive the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- Extends the Authorization of the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- Extends the Authorization of the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for those Purposes, Without Giving Notice for Bids to Let Contracts;
- Extends Granting Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City's Local State of Emergency at the Express or Implied Request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council;
- Continues Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19;
- Extending the Provisions to Permit Expanded Outdoor Dining for Local Restaurants and Streamlining the Temporary Use Permit (TUP) Process and Instituting a Fee Waiver to Temporarily Allow Existing Restaurants to Expand Outdoor Seating Capacity on Private Property in Order to Implement Proper Social Distancing Measures;
- Continues Authorizing the Operation of the State of California's Great Plates Delivered Program, Locally Known as Senior Eats, Reimbursing Local Restaurants for the Delivery of Hot Meals to Seniors;
- Extending the Provisions to Allow for Temporary Outdoor Business Operations and Streamlining the Temporary Use Permit (TUP) process and Instituting a Fee Waiver to Temporarily Allow Existing Businesses to Conduct Outdoor Business Operations on Private Property in Order to Implement Proper Social Distancing Measures; and
- Extending and Reaffirming the Declaration of a Fiscal Emergency.

Upon adoption of the attached Resolution, all of the above Emergency Measures will remain in full force and effect until such time that the Governor's State of Emergency is lifted either by the Governor, a joint resolution of the State Legislature, or adoption of or change in previous State legislation, State Commission, CPUC, or other State Board that conflicts with any local Council approved resolutions, and terminated by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant.

Extending the Existence of a Local Emergency due to the COVID-19 Pandemic

Under a prior order of the City Council, the City Manager/Emergency Services Director was directed to provide an update to the City Council every 60 days to determine whether the Local State of Emergency needs to remain in effect.

The Disaster Council has determined there remains a need to continue (extend) the City Council's declaration of the existence of a Local State of Emergency due to the ongoing nature of the COVID-19 Pandemic, which continues to endanger the health and welfare of the residents and visitors of the City of Moreno Valley, as reflected in the guidance and related findings published by Riverside County Public Health Officer, the Governor's Office, the California Department of Public Health, the Centers of Disease Control and Prevention and the World Health Organization.

Pandemic Influenza Preparedness Plan

The Pandemic Influenza Preparedness Plan which was prepared under the direction and oversight of the Disaster Council, serves as the City's "Emergency Operations Plan." Pursuant to the Municipal Code, the Disaster Council is responsible for the development and maintenance of the City's Emergency Operations Plan, which must provide for the effective mobilization of all of the resources of the City, both public and private, to meet any conditions which may arise during the Local State of Emergency. It also provides for the organization, powers and duties and services of certain City employees, who all became "Disaster Workers" upon the adoption the Declaration of the Local State of Emergency. As Disaster Workers, some City employees may be assigned duties outside the scope of their regular job duties. The Plan also addresses issues such as telecommuting and financial tracking of emergency expenditures for purposes of qualifying for emergency assistance from Governor's Operations of Emergency Services and/or FEMA.

Closure Plan

Under the direction and oversight of the Disaster Council, a "Closure Plan" was developed which identifies which City facilities would either be closed during certain times and on certain days. The Closure Plan also identifies any adjustment in the hours of operation related to providing certain services to the public, such as those provided through the City's Libraries, Parks & Community Services, Employment Resource Center, Animal Services, etc.

Waiving Limitation on City Manager's Purchasing Authority

Currently, the City Manager/Emergency Services Director has the discretion to purchase and procure certain materials, equipment, supplies and services, provided that no single transaction exceeds \$50,000 or \$75,000 for public works contracts. This emergency measure waives these dollar limitations only for those purchases and procurement of materials, equipment, supplies and services which are related to mitigating or preventing the spread and transmission of COVID-19. This emergency measure also ratified any and all purchases of equipment, supplies and other materials in response to the arrival of 195 individuals who may have been exposed to COVID-19

at March Air Reserve Base on or about January 29, 2020, and who were subjected to a mandatory 14-Day federal COVID-19 quarantine at the Base, without prior sufficient notice being provided to the City first

Suspending Purchasing Procedures

This Emergency Measure authorizes the City Manager/Emergency Services Director to suspend the purchasing procedures set forth in Chapter 3.12 "Purchasing" of the Municipal Code to procure the necessary equipment, services, and supplies in order to respond immediately and effectively to the COVID-19 Virus Pandemic Emergency. Suspension of the purchasing procedures essentially authorizes the City Manager/Emergency Services Director to approve the direct purchase of any supplies, materials, equipment or contractual services where immediate procurement is essential to prevent delays which may otherwise hinder the City's efforts to implement programs and provide services intended to prevent or mitigate the risk of spreading and transmitting COVID-19. This also allows the City Manager/Emergency Services Director to suspend any requirements for preparing and publishing "Notices Inviting Bids," soliciting prospective vendors and consultants via "Requests for Proposals" (RFPs) or "Request for Quotes," awarding a contract or purchase to the "Lowest Responsible Bidder," requiring "Bidder's Security," and implementing "Protest Procedures."

Suspending Public Contract Bidding Requirements

This Emergency Measure allows for a temporary suspension of the competitive bidding process associated with public works contracts. Under the State's Public Contract Code, such a temporary suspension is permitted during a State of Emergency. Basically, this authorizes the City Manager/Emergency Services Director to cause the repair or replacement of any public facility directly related to the COVID-19 Virus Pandemic Emergency, which requires immediate action without having to give notice for bids to let contracts as otherwise required under the Public Contract Code.

Obtaining Vital Supplies, Equipment and Property

This Emergency Measure authorizes the City Manager/Emergency Services Director or designee, for the duration of the Local State Emergency, to obtain vital supplies, equipment and property identified as lacking and necessary for the protection of life and property and to bind the City for the fair value thereof.

Application & Acceptance of State & Federal Emergency Aid

FEMA has announced that certain emergency protective measures taken by cities to respond to the COVID-19 emergency may be eligible for reimbursement. In addition, there may also be some emergency funding made available by the Health and Human Services or the Centers for Disease Control and Prevention for certain emergency protective measures, the City may implement. Such funding may be made available for costs associated with management, control and reduction of immediate threats to public health and safety, such as Emergency Operation Center costs, training specific to the

declared event and disinfection of eligible public facilities, medical facility services and supplies, temporary medical facilities and/or enhanced medical/hospital capacity, use of specialized medical equipment, medical waste disposal, emergency medical transport, medical sheltering, etc. Moreover, it is expected that under the California Disaster Assistance Act, the State may be providing financial assistance for local costs such as, but not limited to, personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities; matching fund assistance for cost sharing required under federal disaster assistance programs; and indirect administrative costs and any other assistance deemed necessary by the Director of the Office of Emergency Services.

Moratorium on Late Fees Related to the Nonpayment of Rent

This Emergency Measure prevents a landlord from evicting a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19. In addition, a landlord may not charge or collect any interest or any late fee for rent that is delayed due to the nonpayment of rent caused by the COVID-19 Pandemic. This shall not, however, relieve a tenant of liability for the unpaid rent, and no other legal remedies available to the landlord are affected by this Emergency Measure. This Emergency Measure also does not prevent a landlord from evicting a tenant who failed to pay rent when due prior to the Governor's Proclamation of a State of Emergency on March 4, 2020 or for any other lease violation not related or caused by the COVID-19 Pandemic.

Granting Qualified Immunity to Medical Professionals and Veterinarians

This Emergency Measure authorizes the City Manager/Emergency Services Director, for the duration of the Local State of Emergency, to request, expressly or impliedly, the services of certain medical professionals and facilities for purposes related to the Local State of Emergency. This applies to the services provided by any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist for purposes related to the COVID-19. Pursuant to the California Emergency Services Act, any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist who renders services during the Local State of Emergency at the express or implied request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council shall have no liability for any injury sustained by any person by reason of such services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission.

This Emergency Measure also applies to any veterinarian or registered veterinary technician who renders services during the Local State of Emergency at the express or implied request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council. They too shall have no liability for any injury sustained by any animal by reason of those services, regardless of how or under what circumstances or

by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission.

Providing For Expanded Restaurant Outdoor Seating

This Resolution continues to authorize the City Manager or designee to maintain the streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement proper social distancing measures. In association with this plan to facilitate operations for existing City restaurant businesses, staff has developed a checklist that provides applicants with a clear and simple understanding of the associated requirements. An over-the-counter approval process has also been made available.

Providing For Temporary Outdoor Business Operations

This Resolution also continues to authorize the City Manager to maintain the streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing businesses to conduct outdoor operations within the City on private property in order to implement proper social distancing measures in accordance with applicable State guidelines. In association with this plan to facilitate operations for existing City businesses, staff developed a checklist that provides applicants a clear and simple understanding of the associated requirements. An over-the-counter approval process is also available.

Continuing the Declaration of a Fiscal Emergency

It is difficult to predict with certainty the ultimate reduction in General Fund revenues caused by the COVID-19 Pandemic but the impact has been and likely will continue to be significant. Although the City has taken immediate actions to balance the budget for the best case scenario of a \$9.9 million shortfall in FY 2020/21, due to the ongoing impacts of the Governor's Executive Orders and the potential for additional State takeaways from local government in future State budget revisions or other actions, along with not receiving any financial support from either the State or the Federal Government, this situation may continue to create a severe economic crisis at the federal, state and local levels.

Continuing the Declaration of a Fiscal Emergency as a result of COVID-19 provides, in part, for the City Manager/Emergency Services Director to investigate and recommend further actions to mitigate the fiscal impact to the City's 2020/21 and 2021/22 Fiscal Year Budgets, including such measures relating to personnel costs, operations, reduction in service levels, or other measures deemed necessary and reasonable to minimize the accelerated and significant reduction to the General Fund budget and reserves.

The decision to declare a Fiscal Emergency was not made lightly. The City's immediate and significant loss of revenue due to COVID-19 is unprecedented and represents a

sudden change of circumstances beyond the City's control and will ultimately draw down its General Fund reserves beyond a traditionally recommended level. Unlike the Great Recession of 2008-2011, where the City had an opportunity to implement cost saving measures over a longer period of time, the COVID-19 Local State of Emergency is immediate, severe and is highly likely going to extend through the next few fiscal years.

ALTERNATIVES

1. Adopt the recommended actions set forth within the staff report. This would allow the City Manager/Emergency Services Director to respond in a timely manner in time sensitive situations where delays may frustrate or impede the City's emergency efforts to abate or mitigate the spread and transmission of COVID-19.
2. Reject the recommended actions set forth within the staff report, which would impact the City's ability to respond in a timely manner in time sensitive situations where delays may frustrate or impede on the City's emergency efforts to abate or mitigate the spread and transmission of COVID-19 in a timely manner.

FISCAL IMPACT

See above discussion regarding Resolution Declaring Fiscal Emergency.

PREPARATION OF STAFF REPORT

Prepared By:
Brian Mohan
Assistant City Manager/Chief Financial Officer

Department Head Approval:
Mike Lee
City Manager

Concurred By:
Steve Quintanilla
Interim City Attorney

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Pandemic Resolution 08.03.21

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/27/21 8:26 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	7/27/21 8:32 AM

RESOLUTION NO. 2021-___

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY
MEASURES RELATED TO THE LOCAL, STATE AND NATIONAL DECLARATIONS
OF A STATE OF EMERGENCY RELATED TO THE COVID-19 PANDEMIC
AND EXTENDING THE DECLARATION OF A FISCAL EMERGENCY**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency; and

WHEREAS, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

WHEREAS, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, by recommending placing restrictions on gatherings of people and minimum social distancing of six feet; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

WHEREAS, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at

<https://www.cisa.gov/critical-infrastructure-sectors>; and

WHEREAS, on March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene; and

WHEREAS, the Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief; and

WHEREAS, the Disaster Council's purpose is to develop and recommend for adoption by the City Council emergency plans, mutual aid plans, agreements, ordinances, resolutions and any necessary rules and regulations to implement the aforementioned; and

WHEREAS, since the commencement of the Local State of Emergency, the City Council adopted various temporary emergency measures related to the Local State of Emergency; and

WHEREAS, each of the temporary emergency measures were set to terminate at such time that the Governor's State of Emergency is terminated by a subsequent proclamation of the Governor or a concurrent resolution of the State Legislature, unless the emergency measures are terminated earlier by the City Council, but notwithstanding the foregoing, and in order to prevent inconsistencies, the Disaster Council or the City Council may suspend the effectiveness of any of the emergency measures in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes any given emergency measure; and

WHEREAS, notwithstanding the above, under the California Emergency Services Act, the City Council must review the need for continuing the existence of the Local State of Emergency at least once every 60 days until the City Council terminates the Local State of Emergency, and pursuant to the California Emergency Services Act, the City Council must terminate the Local State of Emergency at the earliest possible day that the conditions warrant; and

WHEREAS, the Disaster Council has determined there remains a need to continue (extend) the City Council's declaration of the existence of a Local State of Emergency due to the COVID-19 Virus Pandemic, which continues to endanger the health and welfare of the residents and visitors of the City of Moreno Valley, as reflected in the guidance and related findings published by Riverside County Public Health Officer, the Governor's Office, the California Department of Public Health, the Centers of Disease Control and Prevention and the World Health Organization; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-41 extending certain g emergency

measures, as described in their respective adopting resolutions, until such time that the Governor's State of Emergency is lifted either by the Governor or a joint resolution of the State Legislature, unless terminated earlier by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-42, an emergency measure authorizing the City Manager/Emergency Director to set forth a streamlined Temporary Use Permit Process and fee waiver to temporarily allow existing restaurants to expand outdoor seating capacity in order to provide social distancing measures during the COVID-19 Pandemic; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-43, unanimously determining and declaring the existence of a Fiscal Emergency within the City of Moreno Valley for the purpose of providing the City with the rights and authorities granted to the City Council, without limitation, under Article XIII C, section 2(b) of the California Constitution and Government Code section 3504.5, to ensure that the City has the resources and opportunities available to it that are necessary to preserve and protect public health, safety and welfare for the benefit of the City's residents, business owners, and visiting public; and

WHEREAS, on September 1, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-61, an emergency measure authorizing the City Manager/Emergency Director to set forth a streamlined Temporary Use Permit Process and fee waiver to temporarily allow existing business operations to conduct outdoor use on private property in order to implement social distancing measures during the COVID-19 Pandemic; and

WHEREAS, on January 31, 2021, the Governor of the State of California signed Senate Bill 91, which extends the moratorium against evictions to June 30, 2021, extends the protections of "no cause" evictions, and makes financial assistance available to financially distressed qualifying landlords and tenants; and

WHEREAS, on February 11, 2021, the California Public Utilities Commission extended the customer protections that had been previously adopted, and directed energy, water and communications under CPUC jurisdiction to suspend customer disconnections for non-payments to June 30, 2021; and

WHEREAS in light of the foregoing, the Disaster Council recommends that the City Council adopt the another Resolution that extends the existence of a Local State of Emergency due to the COVID-19 Pandemic and extends certain emergency measures, and affirms the need to maintain the state of a Fiscal Emergency, previously adopted by the City Council pursuant to the findings set forth in the recitals contained and set forth in the resolutions adopting said emergency measures.

WHEREAS, the County of Riverside now aligns itself with the State's Orders as they now exist or may be issued or amended in the future.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY HERBY FINDS, ORDERS AND RESOLVES:

1. THAT the following Emergency Measures shall be extended and remain in full force and effect, as set forth below and described in their respective adopting resolutions, until such time that the Governor's State of Emergency is lifted either by the Governor, a joint resolution of the State Legislature, or adoption of or change in previous State legislation, State Commission, CPUC, or other State Board that conflicts with any local Council approved resolutions, and terminated by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant.
 - a. Declaration of the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
 - b. Approval of the Pandemic Influenza Preparedness Plan;
 - c. Terminate Council approved Resolution 2020-17 Ratification, Adoption and Approval the Amended Closure Plan Regarding its Termination Date, effective June 1, 2021;
 - d. Directing the City Disaster Council and/or City Manager/Emergency Services Director to Seek, Apply for and Accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
 - e. Authorizing the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
 - f. Waiving the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
 - g. Authorizing the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
 - h. Authorizing the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for those Purposes, Without Giving Notice for Bids to Let Contracts;

- i. Granting Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City's Local State of Emergency at the Express or Implied Request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council;
 - j. Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19;
 - k. Maintaining Provisions to Permit Expanded Outdoor Dining for Local Restaurants and Streamlining the Temporary Use Permit (TUP) Process and Instituting a Fee Waiver to Temporarily Allow Existing Restaurants to Expand Outdoor Seating Capacity on Private Property in Order to Implement Proper Social Distancing Measures;
 - l. Authorizing the Operation of the State of California's Great Plates Delivered Program, Locally Known as Senior Eats, Reimbursing Local Restaurants for the Delivery of Hot Meals to Seniors;
 - m. Maintaining Provisions to Permit Temporary Outdoor Business Operations and Streamlining the Temporary Use Permit (TUP) process and Instituting a Fee Waiver to Temporarily Allow Existing Businesses to Conduct Outdoor Business Operations on Private Property in Order to Implement Proper Social Distancing Measures; and
 - n. Reaffirming the Declaration of a Fiscal Emergency.
2. THAT the economic downturn due to the impact of COVID-19 continues to create an unforeseen situation that poses a threat to the public health, safety and welfare which continues the need for immediate action since there continues to be substantial uncertainty as to whether the City's revenues in the next two years will be sufficient to cover the expenditures necessary to provide a service level consistent with public health and safety demands and expectations of the residents and businesses of the City of Moreno Valley, for the reasons set forth in Resolution No. 2020 - 43; and
3. THAT in light of the foregoing and the fact that the City's need for additional revenue is immediate and will likely continue for the remainder of this Fiscal Year 2020 and well into Fiscal Year 2021, the extension of the Declaration of Fiscal Emergency is necessary to ensure the City has the resources and opportunities necessary to preserve and protect public health, safety and welfare; and
4. THAT the City Council has determined that the purpose of adopting and implementing the above Emergency Measures to mitigate and/or abate the transmission of COVID-19, is to prevent harm to those who may violate any of the aforementioned Emergency Measures since any such violations may result in exposure to the COVID-19 which may lead to illness and death to the violator and those in the presence of the violator since there is no effective cure available; and
5. THAT the City Council has determined that the purpose of adopting and implementing and extending the aforementioned Emergency Measures,

including extending the declaration of Fiscal Emergency, is to mitigate and/or abate the spread and transmission of COVID-19.; and

- 6. THAT a violation of any of the aforementioned Emergency Measures by any member of the public shall be subject to any and all other remedies, civil, equitable or criminal, afforded to the City under any City, County, State and Federal laws or regulations; and
- 7. THAT any section, subdivision, subsection, sentence, clause, or phrase in this Resolution or its application to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and
- 8. THAT the City Council hereby declares that it would have adopted this Resolution and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid; and
- 9. THAT notwithstanding the foregoing, and in order to prevent inconsistencies, the City Council, Disaster Council or City Manager/Emergency Services Director may suspend the effectiveness of this Resolution in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes this Resolution.

APPROVED AND ADOPTED this 3rd day of August, 2021

Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

City Clerk

Interim City Attorney

Resolution No. 2021-
Date Adopted: August 3, 2021

Attachment: Pandemic Resolution 08.03.21 (5480 : COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: August 3, 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
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>	7/26/21 5:58 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	7/26/21 6:11 PM

City of Moreno Valley Personnel Changes August 3, 2021

New Hires

Naudia Samuels, Administrative Assistant, Planning Division, Community Services Department

Wei Sun, Principal Engineer, Transportation Engineering, Public Works Department

Tonisha Beal, Human Resources Analyst, Financial Management Services, Human Resources Division

Edna Swaim, Human Resources Analyst, Financial Management Services, Human Resources Division

Viviana Castillo, Senior Management Analyst (Grants Program Manager), Financial Management Services, Financial Management Services Department

Alicia Lara, Administrative Assistant, City Clerk Department

Robert Alvarez, Community Enhancement Officer, Community Enhancement & Neighborhood Services Division, Community Development Department

Vincent Williams, Maintenance Worker I, Maintenance & Operations Division, Public Works Department

Jesus Salazar, Maintenance Worker I, Maintenance & Operations Division, Public Works Department

Renee Bryant, Management Assistant, City Clerk Department

Cristian Martinez, Traffic Signing & Marking Technician, Transportation Engineering Division, Public Works Department

Miguel Acevedo, Facilities Maintenance Technician, Facilities Division, Public Works Department

Guadalupe Cortes, Associate Engineer, Transportation Engineering Division, Public Works Department

Ronald Borrromeo, Associate Engineer, Transportation Engineering Division, Public Works Department

Promotions

Roberto Luera

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

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

Felicia London

From: Public Safety Contracts Administrator, City Manager Department

To: Purchasing Division Manager Purchasing & Sustainability Division, Financial & Management Services Department

Grace Espino-Salcedo

From: Permit Technician, Planning Division, Community Development Department

To: Senior Permit Technician, Planning Division, Community Development Department

Josh Frohman

From: Associate Engineer II, Capital Projects Division, Public Works Department

To: Senior Engineer, Capital Projects Division, Public Works Department

Dean Ristow

From: Park Maintenance Supervisor, Parks Maintenance, Parks & Community Services Department

To: Parks Superintendent, Parks Maintenance, Parks & Community Services Department

Transfers

None

Separations

Margery Lazarus, Senior Engineer, Capital Projects Division, Public Works Department

Steve Pivovaroff, Maintenance & Operations Division Manager, Maintenance & Operations Division, Public Works Department

Rolanda Pickett, Management Aide, Purchasing & Sustainability Division, Financial & Management Services Department

Socorro Sandoval, Management Analyst, Purchasing & Sustainability Division, Financial & Management Services Department

Nancy Noriega, Recycling Specialist Purchasing & Sustainability Division, Financial & Management Services Department

Travis Jimenez, Maintenance Worker I, Maintenance & Operations Division, Public Works Department

Martin Granados, Maintenance Worker I, Maintenance & Operations Division, Public Works Department

Michael Calderon, Community Services Supervisor, Parks & Community Services Department

Attachment: Personnel Changes [Revision 2] (5490 : LIST OF PERSONNEL CHANGES)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: August 3, 2021

TITLE: AUTHORIZATION TO REFINANCE THE 2018 STREETLIGHT FINANCING AGREEMENT WITH BANC OF AMERICA LEASING & CAPITAL

RECOMMENDED ACTION

Recommendations: That the City Council:

Adopt Resolution of the City Council of the City of Moreno Valley, California, authorizing the execution and delivery of Amended and Restated Equipment Lease/Purchase Agreement with Banc of America Leasing & Capital, LLC, saving the General Fund an estimated \$855,000 over the term of the agreement.

SUMMARY

As part of the City's ongoing effort to implement budgetary savings and reduce costs, staff has identified an opportunity to take advantage of favorable interest rates to refinance the outstanding 2018 Lease. This refinancing could save the City's General Fund more than \$855,000 in total gross savings. The new Lease will be secured by Rental Payments assets and structured under a "master lease" bond structure.

The City entered into the 2018 Equipment Lease/Purchase Agreement (the "2018 Lease") in July 2018 with Banc of America Leasing & Capital LLC. The 2018 Lease was originally issued to finance the acquisition of certain streetlights and the installation of certain energy savings equipment (the "Improvements"). The 2018 Lease is secured by City's General Fund.

The 2018 Lease is currently outstanding in the approximate principal amount of \$7.12 million with a fixed interest rate of 5.42%. While the 2018 Lease's final maturity is June 1, 2034, the 2018 Lease is eligible to be refinanced.

Implementation of monetary policies by the U.S. Federal Reserve have resulted in lower interest rates in an effort to provide further stimulus to the economy. The City's municipal advisor, Fieldman Rolapp & Associates, Inc., explored the opportunity to realize long-term interest expense savings and improve cash flow by refinancing the costs of the Improvements by prepaying the 2018 Lease.

In order to achieve savings from the current low interest rate environment, staff's recommendation is to enter into the Amended and Restated Equipment Lease/Purchase Agreement (the "2021 Lease") at a lower interest rate than the 2018 Lease. Through the City's municipal advisor, the City secured an interest rate lock of 3.47% expiring on August 10, 2021 from the existing lender of the 2018 Lease, Banc of America Leasing & Capital LLC (the "Bank"). The 2021 Lease will not extend the final term and will maintain the same final maturity date of the 2018 Lease of June 1, 2034.

In terms of the economics of the proposed refinancing transaction, the total cash flow savings is estimated to be approximately \$855,000 over the term of the 2021 Lease. Average annual cash flow savings will be approximately \$65,000. The net present value savings are estimated at 9.69% as a percentage of the refunded principal amount. Typically, issuers of refunding bonds should consider refunding outstanding debt when net present value savings exceed a minimum threshold of 3%-5%. The current proposed refunding transaction, 2021 Lease, is above the minimum threshold. The actual refunding savings will be finalized once the final issuance expenses and closing costs are confirmed. The following table depicts the projected annual savings through the end of the term.

ESTIMATED CASHFLOW SAVINGS			
Year Ending	Annual Rental		
	Payments Prior to Refinancing	New Gross Annual Payments	Gross Annual Savings
6/1/2022	\$775,530	\$707,671	\$67,859
6/1/2023	775,233	707,673	67,560
6/1/2024	775,840	707,673	68,167
6/1/2025	774,591	707,673	66,917
6/1/2026	774,243	707,673	66,570
6/1/2027	773,876	707,673	66,202
6/1/2028	774,117	707,673	66,443
6/1/2029	773,080	707,673	65,407
6/1/2030	772,649	707,673	64,976
6/1/2031	772,194	707,673	64,521
6/1/2032	771,982	707,673	64,309
6/1/2033	771,209	707,673	63,535
6/1/2034	770,675	707,673	63,002
Total	\$10,055,216	\$9,199,749	\$855,467

The 2021 Lease will not require a bond credit rating or a preliminary and final official statement as the 2021 Lease will be directly purchased by the existing Bank. The City signed the Bank's offer letter to lock-in the interest rate through August 10, 2021, with such letter contingent upon the City Council approving the Resolution authorizing the issuance of the 2021 Lease. The proposed 2021 Lease is expected to close on August 10, 2021.

ALTERNATIVES

- Adopt Resolution 2021-XX and authorize the issuance of the 2021 Lease. This alternative is recommended since this action will result in savings to the City's General Fund.
- Do not adopt the resolution and provide staff with additional direction. *This alternative is not recommended, as it will result in the loss of the opportunity to refund existing lease at lower interest rates.*

FISCAL IMPACT

All refinancing-related costs will be paid from the 2021 Lease proceeds. The estimated average annual cash flow savings will be approximately \$65,000. The total estimated cash flow savings will be approximately \$855,000 over the term of the financing. If approved, the budget revisions will be presented to the City Council as part of the quarterly budget review process.

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002)
2. final Resolution - Authorizing Amended and Restated Equipment Lease-Purchase Agreement 4812-9751-9087_3 (002)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/28/21 12:58 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	7/28/21 5:39 PM

AMENDED AND RESTATED EQUIPMENT LEASE/PURCHASE AGREEMENT

This Amended and Restated Equipment Lease/Purchase Agreement (the “*Agreement*”) dated as of August __, 2021, and entered into between Banc of America Leasing & Capital, LLC, a Delaware limited liability company (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and the City of Moreno Valley, California, a city existing under the laws of the State of California (“*Lessee*”).

WITNESSETH:

WHEREAS, Lessee and Lessor previously entered into that certain Equipment Lease/Purchase Agreement dated as of July 27, 2018 and as amended by that certain First Amendment to Equipment Lease/Purchase Agreement dated as of November 2, 2020 (together, the “*Original Agreement*”) to finance the acquisition, installation and retrofitting of certain Equipment (as such term is defined herein) to be leased by Lessee, subject to the terms and conditions thereof;

WHEREAS, Lessee wishes to amend and restate certain terms in the Original Agreement, and the Lessor has agreed to do so, on the terms set forth herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means \$[_____].

“*Acquisition Vendor*” means California Electric Supply.

“*Acquisition Vendor Agreement*” means that certain Credit Application and Agreement for Credit Sales dated June 27, 2018 between the Acquisition Vendor and Lessee, as supplemented and amended.

“*Additional Lessee-Owned Streetlights*” means all streetlights and related fixtures owned by Lessee and located within the City of Moreno Valley, California, described on Exhibit G attached hereto, and all replacements, repairs, restorations, modifications and improvements thereof or thereto; *provided* that “Additional Lessee-Owned Streetlights” shall not include Lessee-

Owned Streetlights or Retired Streetlights. As of the Commencement Date, the total amount of Additional Lessee-Owned Streetlights described on Exhibit G is equal to 1,734 streetlights.

“*Agreement*” means this Amended and Restated Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

“*Collateral*” has the meaning provided in Section 6.02.

“*Commencement Date*” means the date when Lessee’s obligation to pay rent commences hereunder, which shall be August ___, 2021.

“*Contract Rate*” means the rate identified as such in the Payment Schedule.

“*Disposed Equipment Collateral Value*” means an amount equal to the product obtained by multiplying (A) the Prepayment Price shown on the Payment Schedule for the Rental Payment Date next preceding the Partial Prepayment Date (or if the Partial Prepayment Date occurs prior to the first Rental Payment Date for which the Prepayment Price is shown, then the product obtained by multiplying the then aggregate unpaid principal component of Rental Payments outstanding on the Partial Prepayment Date times 102%) times (B) a fraction (i) the numerator of which equals the cost of the Equipment (including any costs of installation or other related costs financed or refinanced under this Agreement) located in or on such property, facilities and buildings subject to demolition, disposition, damage, destruction, casualty, title defect or condemnation event, as the case may be, and (ii) the denominator of which equals the total cost of the Equipment financed under this Agreement.

“*Disposed Equipment Prepayment Amount*” means, as of a Partial Prepayment Date, an amount equal to the Disposed Equipment Collateral Value.

“*Equipment*” means (a) the equipment, fixtures and other goods and property (including all goods as defined in Article 9 of the California Commercial Code) listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01, (b) the Lessee-Owned Streetlights and (c) the Additional Lessee-Owned Streetlights; *provided that* Equipment shall exclude any Retired Streetlights. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“*Equipment Costs*” means the total cost of the Equipment, including related costs such as freight, installation and sales and other taxes, capitalizable costs, and costs of issuance incurred in connection with the acquisition, installation and/or financing of the Equipment.

“*Equipment Schedule*” means the equipment schedule attached hereto as *Exhibit A* and made a part hereof.

“*Event of Default*” means an Event of Default described in Section 12.01.

“*Event of Non-appropriation*” means the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under this Agreement following the Original Term or then current Renewal Term sufficient for the continued performance of this Agreement by Lessee.

“*Inoperable Component*” has the meaning provided in Section 5.04.

“*Lease Term*” means the Scheduled Term upon its expiration or as terminated as provided in Section 3.03.

“*Lessee*” means the entity referred to as Lessee in the first paragraph of this Agreement.

“*Lessee-Owned Streetlights*” means the streetlights and related fixtures owned by Lessee, as identified in *Exhibit A* attached hereto, as may be amended with the prior written consent of Lessor in its discretion, and located within the City of Moreno Valley, California, (x) which have been acquired, constructed, furnished and installed with amounts disbursed pursuant to the Original Agreement (and thereby constituting Equipment hereunder) and/or (y) on, about and to which a portion of the Equipment has been acquired, constructed, furnished and installed with amounts disbursed pursuant to the Original Agreement; *provided* that “Lessee-Owned Streetlights” shall not include Retired Streetlights.

“*Lessor*” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

“*Lien*” means any lien (statutory or otherwise), security interest, mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, preference, priority or other security or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

“*Light Pole License Agreement*” means that certain No-Fee Light Pole License Agreement for Wireless Attachment between Southern California Edison and Lessee dated as of May 30, 2017, including amendments and supplements thereto relating to the issuance of licenses thereunder to Southern California Edison in order for Southern California Edison to attach certain wireless equipment (the “*SCE Equipment*”) to the Streetlights and Lessee’s poles and facilities for the purpose of operating or managing the provision of electricity to the Streetlights, all as further described therein. Nothing in this Agreement shall require Lessee to maintain such Light Pole License Agreement beyond the term of such agreement.

“*Material Adverse Change*” means any change in Lessee’s creditworthiness that could reasonably be expected to have a material adverse effect on (a) the financial condition or operations of Lessee, or (b) Lessee’s ability to perform its obligations under this Agreement.

“*Material Adverse Effect*” means any event or occurrence which could (a) adversely affect the rights, interests, remedies or security of the Lessor under this Agreement or with respect to the Collateral, (b) impair the ability of the Lessee to perform its obligations under this Agreement and/or any Vendor Agreement or (c) have an adverse effect upon the legality, validity, binding effect or enforceability against the Lessee of this Agreement and/or any Vendor Agreement.

“*Original Term*” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Outstanding Balance*” means the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“*Partial Prepayment Date*” means a business day selected by Lessee that is the earlier of the next Rental Payment Date or 65 days after the casualty, title defect or condemnation event (or such other date approved in writing by Lessor), and shall be the date that Lessee exercises its right of partial prepayment following a partial casualty or condemnation event as provided in Section 10.01(b)(2). Lessee shall provide Lessor with at least 60 days prior written notice of the Partial Prepayment Date.

“*Payment Schedule*” means the payment schedule attached hereto as *Exhibit B* and made a part hereof.

“*Pole Agreement*” means (i) that Purchase and Sale Agreement between Southern California Edison and Lessee dated as of May 30, 2017, including amendments and supplements thereto, relating to, among other things, the purchase of certain Equipment from Southern California Edison, including but not limited to, Amendment No. 1 to the Purchase and Sale Agreement dated October 16, 2017, and (ii) any such other agreements, as supplemented and amended, pursuant to which licenses are issued thereunder to Lessee in order for Lessee or its Vendor to attach certain Equipment to Pole Owner’s poles and facilities all as further described therein.

“*Pole Owner*” means Southern California Edison, its successors or assigns, or any other owner of the streetlights, brackets, photocells and poles to be acquired by Lessee.

“*Prepayment Price*” means the amount provided under the column titled “Prepayment Price” in the Payment Schedule *minus* the amount of any partial prepayment pursuant to Section 10.01(b) paid prior to the date of prepayment pursuant to Section 10.01(a).

“*Principal Portion*” means the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“*Real Property*” means real estate where the Equipment is and/or will be located.

“*Real Property Issue*” has the meaning provided in Section 2.01(t).

“*Related Agreements*” means this Agreement and each Vendor Agreement.

“*Renewal Terms*” means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“*Rental Payment Date*” means each date on which Lessee is required to make a Rental Payment under this Agreement as specified in the Payment Schedule.

“*Rental Payments*” means the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay such principal component and interest thereon at the applicable Contract Rate.

“*Replaced Equipment*” has the meaning provided in Section 8.01.

“*Replacement Equipment*” has the meaning provided in Section 8.01.

“*Retired Streetlights*” means in the aggregate over the Lease Term, the up to 94 Streetlights that are permitted, pursuant to Section 5.04(c) hereof, to be retired and removed from Equipment and not replaced.

“*Retrofit Vendor*” means ENCO Utility Services Moreno Valley LLC.

“*Retrofit Vendor Agreement*” means that certain Agreement, Moreno Valley Utility Streetlight Retrofit, effective September 11, 2018, between the Lessee and the Retrofit Vendor.

“*Scheduled Term*” means the Original Term and all Renewal Terms, with a final Renewal Term ending on June 1, 2034.

“*State*” means the State of California.

“*Streetlights*” means all Additional Lessee-Owned Streetlights and all Lessee-Owned Streetlights, in each case, subject to Lessor’s first priority Lien under this Agreement, but shall exclude any Retired Streetlights.

“*Vendor*” means the manufacturer, installer, contractor, supplier or provider of the Equipment or services (excluding Southern California Edison) with respect to the Equipment or any other person as well as the agents or dealers of the manufacturer, installer, contractor, supplier or provider with whom Lessee arranged Lessee’s acquisition, installation, operation, maintenance and/or servicing of the Equipment, and shall include, without limitation, the Acquisition Vendor and the Retrofit Vendor.

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor, as supplemented and amended, for the acquisition, installation, maintenance and/or servicing of the

Equipment, and shall include, without limitation, the Acquisition Vendor Agreement and the Retrofit Vendor Agreement.

ARTICLE II

Section 2.01. Representations, Warranties and Covenants of Lessee. For the benefit of Lessor, Lessee represents and warrants as of the Commencement Date (and such other dates as may be provided herein), and covenants at all times during the Lease Term as follows:

(a) Lessee is a city duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and the Related Agreements and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and the Related Agreements by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Related Agreements.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to this Agreement.

(d) Lessee will do or cause to be done all things, as legally permissible, necessary to preserve and keep in full force and effect its existence as a city of the State.

(e) Lessee has complied with such procurement and public bidding requirements as are applicable to this Agreement and the Related Agreements and the acquisition and installation by Lessee of the Equipment, under federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other governmental authority.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within nine months of its fiscal year end,

(ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior five fiscal years or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns. All financial statements and other information delivered to Lessor by the Lessee is correct as of the date thereof. Since June 30, 2020, no material adverse change has occurred in the Lessee's financial condition that would adversely affect the Lessee's ability to perform its obligations hereunder.

(h) Lessee has an essential need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Scheduled Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of this Agreement or any other Related Agreement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit, except where failure to comply with such requirement would not result in a Material Adverse Effect or a Material Adverse Change. The Equipment will not be used or operated, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit if it would result in a Material Adverse Effect or a Material Adverse Change. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee if it would result in a Material Adverse Effect or a Material Adverse Change. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment that would result in a Material Adverse Effect or a Material Adverse Change.

(j) There is no pending litigation, tax claim, other proceeding or dispute (of which Lessee is aware, has notice or has been served), or to Lessee's best knowledge, threatened, litigation, tax claim, proceeding or dispute against Lessee that could materially adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement or any Related Agreement. There is no public vote or referendum pending, proposed or concluded, the results of which could adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement or any Related Agreement. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment, and Lessor's rights and benefits under this Agreement and the Related Agreements.

(k) With respect to the Real Property: (i) Lessee is the fee owner of the Real Property and has good and marketable title thereto, and there exists no mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property, (ii) the Equipment will be located on improvements within, a right-of-way that is dedicated to public use for a period that is longer than the Scheduled Term and/or (iii) to the extent neither (i) or nor (ii) is true with respect to any portion of the Real Property (“*Non-Lessee Real Property*”), then Lessee has the right to enter onto said Non-Lessee Real Property for the purposes of returning the Equipment to Lessor and/or exercising remedies under this Agreement on behalf of Lessor, including, without limitation (subject to the Light Pole License Agreement), the right to physically detach and remove the Equipment from the Non-Lessee Real Property and return the same to Lessor. Lessee is (or upon the acquisition of the Lessee-Owned Streetlight under the Pole Agreement, will be) the fee of owner with free and clear title to all the Lessee-Owned Streetlights on, about and to which a portion of the Equipment is or will be located. Lessee has the right to install, operate, maintain and remove Equipment on, to and from the Lessee-Owned Streetlights for a period that is longer than the Scheduled Term, and the right, upon Lessor’s request (subject to the Light Pole License Agreement), to physically detach and remove the Equipment from the Lessee-Owned Streetlights and return the same to Lessor. Lessee covenants and agrees that throughout the Lease Term and prior to the payment of the last scheduled Rental Payment and the payment of all other amounts due hereunder, Lessee shall not, to the extent it may legally agree to do so, transfer title to or control over, or encumber the Real Property to another entity or devote any portion of the Real Property to another entity. The Light Pole License Agreement does not and shall in no way impair, adversely affect or prime Lessor’s first priority Lien on any of the Equipment under this Agreement; *provided*, however, Lessor acknowledges that the Light Pole License Agreement may require the substitution of certain existing poles and/or provision of certain notices prior to the removal of the Equipment.

(l) The portion of the Equipment that is or will be subject to a Pole Agreement is and will be located on within a right-of-way that is dedicated to public use for a period that is longer than the Scheduled Term. Based solely on Southern California Edison’s representations in the Pole Agreement, Southern California Edison owns, operates and maintains overhead electric distribution facilities, including distribution poles on which the portion of the Equipment is to be installed, within the political jurisdiction of Lessee. Any streetlights (other than Lessee-Owned Streetlights and Additional Lessee-Owned Streetlights) on, about and to which any portion of the Equipment is to be acquired, constructed, furnished and installed are all subject to the applicable Pole Agreement, which is currently in full force and effect. Lessee has obtained all necessary licenses, permits, approvals or other authorizations, if any, issued by any applicable governmental authority and/or the Pole Owner in accordance with the applicable Pole Agreement for the specific locations for the Equipment to be installed.

(m) (i) The portion of the Equipment that is installed on Lessee-Owned Streetlights are and will be located on, or on improvements within, a right-of-way that is dedicated to public use for a period that is longer than the Scheduled Term. Lessee is entitled to the benefit and use of such right-of-way for the Lessee-Owned Streetlights and

has good and marketable title to the Lessee-Owned Streetlights on, about and to which a portion of the Equipment is or will be located. Subject to the Light Pole License Agreement, there exists no mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to the Lessee-Owned Streetlights, except under this Agreement. The number of Lessee-Owned Streetlights subject to Lessor's Lien under this Agreement is and shall be at least equal to 9,453 at all times (unless any such Lessee-Owned Streetlights are permitted to be Retired Streetlights pursuant to Section 5.04(c) hereof, in which case the number 9,453 may be reduced by the number of such applicable Retired Streetlights).

(ii) Lessee is the fee owner with free and clear title to all the Additional Lessee-Owned Streetlights. The Additional Lessee-Owned Streetlights are and will be located on, or on improvements within, a right-of-way that is dedicated to public use for a period that is longer than the Scheduled Term. Lessee is entitled to the benefit and use of such right-of-way for the Additional Lessee-Owned Streetlights and has good and marketable title to the Additional Lessee-Owned Streetlights on, about and to which a portion of the Equipment is or will be located. Subject to the Light Pole License Agreement, there exists no mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to the Additional Lessee-Owned Streetlights, except under this Agreement. The number of Additional Lessee-Owned Streetlights subject to Lessor's first priority Lien under this Agreement is and shall be at least equal to 946 at all times (unless any such Additional Lessee-Owned Streetlights are permitted to be Retired Streetlights pursuant to Section 5.04(c) hereof, in which case the number 946 may be reduced by the number of such applicable Retired Streetlights). The insured value of each Additional Lessee-Owned Streetlight shall equal or exceed the insured value of each Lessee-Owned Streetlight.

(iii) At all times, Lessee shall ensure that the number of Additional Lessee-Owned Streetlights subject to Lessor's first priority Lien under this Agreement shall equal at least 10% of the number of Lessee-Owned Streetlights. The sum of (A) the aggregate number of Additional Lessee-Owned Streetlights subject to Lessor's first priority Lien under this Agreement plus (B) the aggregate number of Lessee-Owned Streetlights subject to Lessor's first priority Lien under this Agreement, is and shall be at least equal to 10,399 at all times (the "*Required Collateral Amount*") unless any such Streetlights are permitted to be Retired Streetlights pursuant to Section 5.04(c) hereof, in which case the number 10,399 may be reduced by the number of such applicable Retired Streetlights.

(n) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event of default that Lessee did not cure during the applicable cure period has existed or occurred under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(o) In connection with Lessor's remedies to obtain possession pursuant to Section 12.02 of the portion of the Equipment that is or will be subject to the Pole

Agreement, Lessee has the authority to enter upon the premises where items of such Equipment are located for the purpose of disconnecting, de-installing and removing such items of Equipment from such premises, subject to compliance with the applicable Pole Agreement.

(p) Lessee represents to Lessor that that it has adopted a debt policy in compliance with SB 1029 and Section 8855 of the Government Code of California *et seq.* and covenants that it shall comply with Section 8855 of the Government Code of California *et seq.* throughout the Lease Term.

(q) Lessee has complied with the requirements of California Government Code Section 37350 and 37351 *et seq.* and all other applicable California law in connection with this Agreement and the Equipment.

(r) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Agreements and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Agreements, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates; and e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

(s) Lessee is in compliance with all Pole Agreements, Light Pole License Agreements and each Vendor Agreement. Lessee shall deliver, or cause to be delivered, to Lessor such information as Lessor shall request regarding the Pole Agreement, the Light Pole License Agreement and the Vendor Agreements to the extent Lessee is in possession of such information.

(t) Upon an Event of Default or an Event of Non-appropriation, Lessee shall at Lessor's direction (subject to compliance with the Light Pole License Agreement) enter

onto the Real Property, including any Non-Lessee Real Property, and physically detach and remove the Equipment and return the same to Lessor pursuant to Section 3.03 hereof.

(u) Except as set forth in the Light Pole License Agreement, to the best knowledge of the Lessee, there exists no mortgage, pledge, Lien, security interest, reverter, charge or other encumbrance of any nature whatsoever on or with respect to the Real Property or the Streetlights that would adversely affect Lessor's first priority Lien on and security interest in, the Equipment. In the event any Lien, encumbrance, reverter, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the Lessee's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property or impairs or adversely impacts Lessor's right, title or interest in the Equipment or any of Lessor's rights or remedies under this Agreement with respect to the Equipment, (each of the foregoing referred to as a "*Real Property Issue*"), Lessee will take all steps necessary to promptly quiet, resolve and/or eliminate such Real Property Issue to the satisfaction of Lessor and ensure that Lessee and Lessor have adequate access to and use of (including beneficial use and enjoyment of) the Real Property for all purposes of the Equipment contemplated herein and Lessee shall, to the extent it may legally agree to do so, ensure that its fee interest in the Real Property and Lessor's right, title or interest in the Equipment and rights or remedies under this Agreement with respect to the Equipment remain free and clear of Real Property Issues.

(v) Lessee has obtained all necessary licenses, permits, approvals or other authorizations, if any, issued by any applicable governmental authority to acquire, construct, furnish and install the Equipment as contemplated by this Agreement.

(w) Lessee represents and warrants that as of the Commencement Date the Light Pole License Agreement encumbers and affects only 14 out of the 11,187 Streetlights. Lessee covenants and agrees that the Light Pole License Agreement is limited to permitting Southern California Edison to attach its wireless communicating device used solely in connection with Southern California Edison's utility operations together with associated ancillary equipment owned by Southern California Edison to serve the purpose of managing Southern California Edison's electrical grid and provision of electricity for Lessee's streetlights. Lessee covenants and agrees that the Light Pole License Agreement will not at any time encumber or affect more than 5% of the streetlights comprising the Equipment. To the extent the Light Pole License Agreement at any time encumbers or affects more than 5% of the streetlights comprising the Equipment, any and all restrictions on Lessor's rights and remedies hereunder being subject to the Light Pole License Agreement shall automatically and immediately be limited to only 5% of the streetlights comprising the Equipment and the parties shall enter into an amendment to this Agreement to reflect such limited impact of the Light Pole License Agreement, provided that such limited impact shall apply even if the parties fail to enter into such amendment.

(x) Lessee acknowledges and covenants that to the extent applicable to this Agreement and/or any Related Agreement, Lessee is solely responsible for and shall comply with the legal requirements under the California Government Code Chapter 11.5 §§ 8855-8859 *et seq.*, as amended (the "*CDIAC Act*"). Without limiting the generality of

the foregoing, at the times and in the manner required by the CDIAC Act and the California Debt and Investment Advisory Commission (“CDIAC”), Lessee shall be solely responsible for (i) preparing, submitting and filing the report of the proposed debt issuance relating to this Agreement by the method required by CDIAC, (ii) preparing, submitting and filing the report of final sale (and accompanying documents) relating to this Agreement by the method required by CDIAC, (iii) submitting an annual report relating to the report of final sale for this Agreement by the method required by CDIAC, and (iv) paying all fees charged by CDIAC or the CDIAC Act relating to this Agreement, including, but not limited to the fee in an amount equal to one-fortieth of one percent of the Acquisition Amount, but not to exceed five thousand dollars (\$5,000) relating to this Agreement.

(y) To the extent applicable, as determined by Lessee in its sole discretion, Lessee has complied with the requirements of California Government Code Section 5852.1 *et seq.* in connection with this Agreement and the Equipment.

(z) Lessee represents, warrants and covenants, that (i) all of the Equipment has been delivered, installed, is operating in a manner consistent with the intended use and has been inspected and finally accepted for all purposes by Lessee and title thereto has transferred to Lessee and any security interest of Southern California Edison or any Vendor therein has been released; (ii) Lessee has conducted such inspection and testing of the Equipment as it deems necessary and appropriate in order to determine the Equipment’s capability and functionality in order to accept such Equipment and hereby acknowledges that it previously accepted all of the Equipment for all purposes; and (iii) Lessee currently maintains the insurance coverage required by Section 7.02 hereof.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases, and transfers to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments due hereunder in each fiscal year that such Rental Payments are due. Lessee affirms that sufficient funds are legally available to pay all Rental Payments when due during the current fiscal year at the time of the execution of this Agreement, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Scheduled Term can be obtained from legally available funds of Lessee at the time of execution of this Agreement. Lessee further

intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the Scheduled Term beyond such Original Term or then current Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and, subject to the Light Pole License Agreement, peaceably remove and deliver to Lessor at Lessee's sole expense the Equipment at the location(s) in the State of California to be specified by Lessor; *provided*, that Lessee shall pay month-to-month rent at the Contract Rate for each month or part thereof that Lessee fails to return the Equipment pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) *Reserved;*
- (ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1*, authorizing the execution and delivery of this Agreement and performance by Lessee of its obligations under this Agreement;
- (iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2*, completed to the satisfaction of Lessor;
- (iv) An opinion of counsel to Lessee substantially in the form attached hereto as *Exhibit D* and otherwise satisfactory to Lessor;
- (v) Evidence of insurance as required by Section 7.02 hereof;
- (vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02, including, without limitation a UCC-3 amendment to the financing statement filed with respect to the Original Agreement and any new UCC-1 financing statements required with respect to this Agreement;

(vii) A Certificate completed and executed by an officer of the Lessee certifying that (A) the Lessee is the fee owner of the real estate on which the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate, (B) the Equipment will be located on improvements within a right-of-way that is dedicated to public use for a period that is longer than the Scheduled Term of this Agreement and/or (C) except as expressly disclosed in writing to the Lessor prior to the Commencement Date and consented to in writing by the Lessor, no person or entity other than Lessee has an interest in the real estate on which the Equipment is and will be located;

(viii) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(ix) *Reserved;*

(x) Invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale as required by Section 5.01(b);

(xi) Fully executed copies of the Pole Agreement, the Light Pole License Agreement and each Vendor Agreement;

(xii) *Reserved;*

(xiii) To the extent applicable to this Agreement as provided by the CDIAC Act, evidence that Lessee has prepared, submitted and filed the report of the proposed debt issuance relating to this Agreement by the method required by CDIAC and the CDIAC Act; and

(xiv) Such other items reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under this Agreement shall be subject to: (i) no Material Adverse Change shall have occurred since the date of this Agreement, (ii) no Event of Default or Event of Non-appropriation shall have occurred and then be continuing and (iii) no event or condition has occurred which, with notice, the passage of time or any combination of the foregoing would constitute an Event of Default or Event of Non-appropriation under this Agreement.

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount to refund the Original Agreement.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment

Dates and in such amounts as provided in the Payment Schedule. Interest on the Acquisition Amount shall begin to accrue as of the Commencement Date. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule, the interest on which begins to accrue as of the Commencement Date.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, any disputes with the Lessor or any Vendor of any Equipment, or disputes under any Vendor Agreement, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason under any Vendor Agreement, including dissolution, bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

Section 4.05. Reserved.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment. Lessee has acquired and installed all Equipment at the locations specified in the Equipment Schedule and has paid any and all delivery and installation costs and other Equipment Costs in connection therewith. Lessee has conducted such inspection and testing of the Equipment as it deems necessary and appropriate in order to determine the Equipment's capability and functionality and has accepted such Equipment.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld; *provided* that so long as Lessor has at all times a first priority Lien and security interest on the Required Collateral Amount of Streetlights, Lessee may temporarily or permanently move or relocate up to 942 Streetlights from time to time in order to address Lessee's governmental purposes; *provided* further, that (i) Lessor shall retain at all times its first priority security interest on such moved or relocated Streetlights, (ii) Lessee shall make and confirm all the representations, warranties and covenants set forth in Section 2.01(k) to Lessor with respect to such movement or relocation, and (iii) Lessee shall confirm in writing to Lessor that such movement and relocation does not result in any change in the Collateral or Equipment description, identifiers or ID number, and in the event such movement or relocation does result in a change in the Collateral or Equipment description, identifiers or ID number, Lessee shall pay all of Lessor's reasonable costs and expenses (including reasonable legal fees) in connection with the execution and delivery of an amendment and preparation and filing of amendments to financing statements (personal property and fixture filings) and other documents which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral or Equipment in connection with such movement or relocation. No such consent will be required for repair and/or replacement of Equipment in accordance with Section 5.04 hereof if such Equipment is repaired or replaced and returned to the same original location. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment; *provided that*, unless an Event of Default or an Event of Non-appropriation (or event which with the passage of time or the giving of notice or both would constitute an Event of Default or an Event of Non-appropriation) has occurred, such inspection may be subject to Lessee's encroachment proceedings to the extent applicable for safety purposes. In the event of extreme weather-related events in which public safety is in jeopardy, the Lessee shall provide Lessor with notice as soon as practicable of such event and any known potential or actual impact to the Equipment, and the Lessor shall operate in good faith in taking such public safety concerns into consideration in exercising its rights and remedies under this Agreement. If in Lessee's reasonable determination any portion of the Equipment poses an imminent danger to public safety (i.e. immediate serious risk of death or serious physical harm), without prior consent of the Lessor the Lessee may temporarily remove or relocate the Equipment solely to prevent immediate serious risk of death or serious physical harm to the public; *provided that* (x) the Lessee shall provide Lessor with notice as soon as practicable of such event and any known potential or actual impact to the Equipment, and (y) once the immediate serious risk of death or serious physical harm the public has reasonably abated Lessee shall promptly fully restore, replace, repair and maintain the Equipment pursuant to Section 5.04 hereof and as otherwise required under this Agreement.

Section 5.04. Use and Maintenance of the Equipment; Retired Streetlights. (a) Lessee, and its agents, delegees and designees, shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money

laundrying laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights hereunder.

(b) Lessee agrees that it shall (1) use, operate, protect, maintain, preserve, and keep the Equipment in good repair, condition, appearance and operating order, in the same condition as when received, ordinary wear and tear excepted; (2) use, operate, protect and maintain the Equipment (i) consistent with prudent industry practice (but in no event less than the extent to which Lessee maintains other similar equipment in the prudent management of its assets and properties) and (ii) in compliance with California Public Utilities Commission Order 165 (“*Order 165*”) and all applicable insurance policies, laws, ordinances, rules, regulations and manufacturer’s recommended maintenance and repair procedures, to the extent such procedures are not in conflict with Order 165 to the extent Order 165 is in effect; (3) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment (although all such remedies shall be exercised by Lessee, the order of exercising remedies may be prioritized in the most efficient manner); and (4) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the “*Inoperable Component*”) in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing if at any time Equipment acquired (individually or in the aggregate) with five percent (5%) or more of the original Acquisition Amount (the “*Noticed Equipment*”) is reasonably expected within forty-five (45) days to be or become an Inoperable Component(s); *provided* if Lessee becomes aware that any Noticed Equipment is or will become an Inoperable Component in a shorter time period, Lessee shall notify Lessor in writing within five (5) business days of such receipt of knowledge. Lessee shall promptly replace or rebuild, or cause to be replaced or rebuilt, the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component, a remaining useful life of no less than the remaining Scheduled Term and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. When and if available, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer’s maintenance upon the return of the Equipment to Lessor as provided for in Section 3.03 or 12.02(b), unless it is more cost effective for Lessee to replace the Equipment in accordance with Section 8.01.

(c) Notwithstanding anything herein to the contrary, so long as no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened, Lessee may retire and exclude from the Equipment up to 94 Streetlights in the aggregate over the course of the Lease Term without prepayment or penalty or obligation to replace such Streetlights, *provided that* Lessee shall (i) provide Lessor with at least 30 days prior written notice substantially in the form of *Exhibit O* attached hereto, (ii) re-make and confirm all the representations, warranties and covenants set forth in this Agreement for the benefit of Lessor and (iii) confirm in writing to Lessor, (1) the number of Streetlights being retired at that time, (2) the cumulative number of Retired Streetlights under this Agreement taking into account the Streetlights then being retired, (3) the number of Streetlights that will remain subject to this Agreement, (4) the number

of Lessee-Owned Streetlights that will remain subject to this Agreement and (5) the number of Additional Lessee-Owned Streetlights that will remain subject to this Agreement and provide such other information or confirmations with respect to the Retired Streetlights, the Equipment and the Collateral as Lessor may request.

(d) Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment owned by Lessee, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor, subject to the Light Pole License Agreement.

Section 5.05. Obligations Under Pole Agreement. Lessee hereby covenants and agrees to perform, or cause to be performed, its duties and obligations under each Pole Agreement strictly in accordance with the terms and provisions of each such Pole Agreement, for the purpose of maintaining the benefits thereunder for the installation, operation and maintenance of the portion of the Equipment subject to thereto during the Lease Term, including without limitation the timely removal of such Equipment if and when required by the applicable Pole Agreement in order to prevent such Equipment from becoming subject to any Lien or security interest in favor of Pole Owner. Lessee shall maintain in full force and effect during the Lease Term each applicable Pole Agreement until such time as full and marketable title in the streetlights, poles, related fixtures has passed to and vested in Lessee. Lessee shall not abandon any such Equipment or exercise its option, if any, to terminate the term of any Pole Agreement so long as any amount remains unpaid under this Agreement.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Subject to the Light Pole License Agreement, Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment and Lessor's first priority security interest constituting a first Lien on the Collateral from and against all claims, Liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, Liens and processes. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor (subject to the Light Pole License Agreement) shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or Section 12.02, as applicable. Upon payment of all amounts due and owing hereunder by Lessee pursuant to Section 10.01 (including upon payment of all Rental payments and other amounts payable under this Agreement), Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as

Lessee may request to evidence the termination of Lessor's security interest in the Equipment (including applicable UCC-3 termination statements).

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first Lien (subject to the Light Pole License Agreement) on (a) the Equipment together with all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to this Agreement and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom, (b) all accounts, chattel paper, deposit accounts, documents, instruments, general intangibles and investment property (including any securities accounts and security entitlements relating thereto) evidenced by or arising out of or otherwise relating to the foregoing collateral described in clause (a) above, as such terms are defined in Article 9 of the California Commercial Code and (c) any and all proceeds of any of the foregoing (collectively, the "Collateral"). Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the California Commercial Code and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that, to the extent permitted by State law, the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Other than the Light Pole License Agreement (if and to the extent applicable) and encumbrances existing on the Commencement Date that are consented to in writing by the Lessor and identified on Exhibit N hereto, Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate (each an "Encumbering Instrument") without the prior written consent of Lessor; *provided*, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect (which may be in the form of an acknowledgement in the Encumbering Instrument of Lessor's purchase money first priority security interest and rights in the Equipment and a carve-out of the Equipment from the Lien of the Encumbering Instrument), such consent shall not be unreasonably withheld and Lessor's response shall be provided within ten (10) business days of the request for such consent.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, Liens, and encumbrances except those created by this

Agreement and in particular, Lessee shall not create, incur, assume, permit or suffer to exist Lien or encumbrance with respect to the Equipment that impairs Lessee's use of the Equipment or has an adverse effect on Lessor's rights, interests, security or remedies in and to the Equipment or under this Agreement. Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such Lien or encumbrance, if the same shall arise at any time; *provided that* Lessee may in good faith contest any such Lien or encumbrance, if it provides reasonable security to Lessor against any loss or forfeiture upon Lessor's request. Except as expressly limited by this Section, Lessee shall promptly pay (a) all utilities, sales and other taxes, special assessments and other charges of any kind that are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor; and (b) the fee charged by the California Debt and Investment Advisory Commission with respect to this Agreement pursuant to Section 8856 (or any successor provision) of the California Government Code. Lessee shall also pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided that*, with respect to any such utilities, taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term; *provided, further*, Lessee may, at Lessee's expense and in its name, in good faith contest any such taxes, assessments, or other charges in good faith by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves have been established in accordance with generally accepted accounting principles, and, in the event thereof such taxes, assessments, or other charges so contested and reserved may remain unpaid during the period of such contest and any appeal therefrom. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section. During the Lease Term, Lessor will not claim ownership of the Equipment for the purposes of any tax credits, benefits or deductions with respect to the Equipment.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided that*, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and/or (b). In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance

coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default, as applicable (although all such remedies shall be exercised by Lessee, the order of exercising remedies may be prioritized in the most efficient manner). Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds and adjustments or otherwise in connection with the foregoing ("*Vendor Proceeds*") shall be paid to Lessor and applied against Lessee's obligations hereunder pursuant to the prepayment provisions in Section 10.01(b), unless otherwise approved in writing by Lessor.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less; *provided, however*, Lessor shall provide notice to Lessee of any such event.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the “*Replaced Equipment*”) pursuant to this Section, the replacement equipment (the “*Replacement Equipment*”) shall be new or of a similar quality, type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Subject to the Light Pole License Agreement, if applicable, Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, Liens, security interests and encumbrances, excepting only those Liens created by or through Lessor, and the Light Pole License Agreement, if applicable, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement. Lessee shall complete the aforementioned documentation relating to the Replacement Equipment (such as documentation evidencing Lessee’s title to the Replacement Equipment free and clear of all claims, Liens, security interests and encumbrances subject only to Lessor’s security interest in the Replacement Equipment), on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations hereunder with respect to the damaged Equipment in accordance with Section 10.01(b).

For purposes of this Article VIII, the term “*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. (a) If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall, to the extent permitted by law and in any event solely from legally available funds, either (i) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (ii) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price, and, upon such payment, the Lease Term

shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof.

(b) If (x) at least 10% and no more than 50% of the Equipment under this Agreement is destroyed, or is damaged by fire or other casualty or title to, or the temporary use of, at least 10% and no more than 50% of the Equipment under this Agreement shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, and (y) the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 8.01, then, no more than once during the Lease Term, in lieu of paying the full applicable Prepayment Price as described in Section 8.02(a)(ii) above, Lessee shall have the option of partially prepaying the related Rental Payments pursuant to Section 10.01(b)(2) hereof from legally available funds.

(c) The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after prepaying Rental Payments in full and purchasing such Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02 to complete such replacement, repair, restoration, modification or improvement, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02. Amendments of Transaction Documents; Warranties. (a) *Reserved.*

(b) *Reserved.*

(c) Lessee covenants that without the prior written consent of the Lessor it shall not amend, modify, rescind, waive or alter (or permit the assignment or transfer of) any Pole Agreement, any Light Pole License Agreement or any Vendor Agreement if doing so could result in a Material Adverse Change or a Material Adverse Effect.

(d) Lessee covenants to provide Lessor with at least fifteen (15) business days' prior written notice of any proposed amendment, modification, rescission, waiver, assignment, transfer or alteration (each a "Change") of any Pole Agreement, any Light Pole License Agreement and/or any Vendor Agreement, in each case that the Change will not result in a Material Adverse Change or a Material Adverse Effect.

(e) Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as no Event of Non-appropriation has occurred and Lessee shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Southern California Edison under the Pole Agreement or Vendor under the Vendor Agreements. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Southern California Edison under the Pole Agreement, if applicable, and the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor hereunder, including the right to receive full and timely Rental Payments and other payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any Equipment.

ARTICLE X

Section 10.01. Prepayment Option. In addition to the prepayment provided by Section 4.05 hereof, Lessee shall have the option to prepay (or satisfy, pursuant to (c) below) its obligations hereunder at the following times and upon the following terms:

(a) *Optional Prepayment.* From and after the date specified (if any) in the Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in the Payment Schedule, upon not less than thirty (30) days' prior written notice, and upon payment in full of the sum of (i) the Rental Payments then due and all other amounts then owing hereunder *plus* (ii) the then applicable Prepayment Price, which shall include a prepayment premium on the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* (iii) all other amounts then owing hereunder; or

(b) *Casualty, Condemnation or Vendor Proceeds Prepayment.* (1) In the event of substantial damage to or destruction, title defect or condemnation of all or a majority of the Equipment (i.e. more than 50% of the Equipment) or in the event Lessee receives any Vendor Proceeds, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next applicable Rental Payment Date or sixty (60) calendar days after the casualty, title defect or condemnation event or receipt of Vendor Proceeds) upon payment in full to Lessor (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due *plus* (ii) the then applicable Prepayment Price, which shall include a prepayment premium on the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* (iii) all other amounts then owing hereunder or (B) in the event such prepayment occurs on a date other than a Rental Payment Date, the sum of (i) of the applicable Prepayment Price shown on the Payment Schedule for the Rental Payment Date immediately preceding the prepayment date (or if such prepayment date occurs prior to the first Rental Payment Date, the earliest Prepayment Price shown on the Payment Schedule), which shall include a prepayment premium on the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* (ii) accrued interest at the Contract Rate on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable prepayment date from such Rental Payment Date (or if such prepayment date occurs prior to the first Rental Payment Date, the

Commencement Date) to such prepayment date *plus* (iii) all other amounts then owing hereunder; or

(2) If (A)(x) at least 10% and no more than 50% of the Equipment is destroyed, or is damaged by fire or other casualty or title to, or the temporary use of at least 10% and no more than 50% of the Equipment shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, and (y) the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 8.01, or (B) Lessee receives any Vendor Proceeds, then, no more than once during the Lease Term, in lieu of paying the full applicable Prepayment Price for the Equipment as described in Section 10.01(b)(1) above, Lessee shall have the option of partially prepaying the Rental Payments by paying or causing to be paid to Lessor on the Partial Prepayment Date the principal portion of Rental Payments that are then unpaid under this Agreement in the amount equal to the Disposed Equipment Prepayment Amount plus accrued interest on such amount from the Rental Payment Date next preceding the applicable Partial Prepayment Date to such date plus all other amounts then due and owing by Lessee under this Agreement. If a Partial Prepayment Date is also a Rental Payment Date, Lessee shall also pay any Rental Payment due as of such date and all other amounts then due and owing by Lessee hereunder. Upon Lessor's receipt of the Disposed Equipment Prepayment Amount on the applicable Partial Prepayment Date plus all other amounts then due and owing by Lessee under this Section 10.01(b)(2), Lessor shall adjust the Rental Payments to be paid by Lessee from and after the applicable Partial Prepayment Date to reflect credit for payment of the Disposed Equipment Prepayment Amount as directed by Lessor either in the inverse order of the applicable Rental Payment Dates or on a pro rata basis (after giving effect to the application of such partial prepayment to remaining Rental Payments on an inverse or pro rata basis) for the remainder of the Scheduled Term will satisfy the proviso set forth above in this Section 10.01(b)(2); or

(c) *Payment in Full.* Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder to Lessor.

After (i) payment of the applicable Prepayment Price and all other amounts then owing hereunder in accordance with Section 10.01(a) or (b) of this Agreement or (ii) upon the expiration of the Lease Term, payment in full of all Rental Payments then due and all other amounts then owing hereunder in accordance with Section 10.01(c) of this Agreement, Lessor's security interests in and to the Equipment (or portion thereof so prepaid) will be terminated and Lessee will own such Equipment (or portion thereof so prepaid) free and clear of Lessor's security interest in such Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor is entering into this Agreement for its own account without a present intention to sell, or transfer, however (a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, its security interest in the Collateral (collectively, the "Assigned Rights") may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees, without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Assigned Rights or the creation of any interest in the Assigned Rights in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments to more than one hereinafter defined Lease Servicer at a time, to send notices or otherwise to deal with respect to matters arising hereunder with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Assigned Rights are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Lease Servicer") to act on their behalf with respect to the Assigned Rights, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under this Agreement. Lessor shall endeavor to provide written notice of any such assignment or reassignment at least three (3) business days prior to such assignment or reassignment, but in any event Lessor shall provide Lessee with such notice prior to any such assignment or reassignment (and such notice shall disclose the name and address of each such assignee and the Lease Servicer, if any). Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Assigned Rights (or any interest therein). To the extent applicable, Lessor shall comply with Sections 5950-5955 of the California Government Code and any other applicable law in assigning the Assigned Rights, and Lessee shall not be responsible for Lessor's non-compliance with applicable law in connection with an assignment.

(b) Subject to Section 11.01(a), unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee, identifies the new sole Lease Servicer, if applicable, and an investment letter in substantially the form attached as *Exhibit L* attached hereto (the "Investor Letter") from such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the

Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer and no Investor Letter is required; *provided further* that any such assignment, transfer or conveyance shall occur only on a private placement basis (and not pursuant to any “public offering”). Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor, Southern California Edison or any Vendor. Assignments in part may include without limitation assignment of all of Lessor’s security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of *Exhibit H* attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee’s right, title, and interest in, to and under this Agreement or any portion of the Equipment may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor’s prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an “*Event of Default*” under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within ten (10) days after the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 2.01(k), 2.01(m) 2.01(r), 2.01(u), 2.01(w), 5.03, 6.01 or 6.02 hereof;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation for governmental funds (other than enterprise revenues specifically and solely pledged to the repayment of other obligations) under which there is outstanding, owing or committed an aggregated amount in excess of \$1,000,000 in each case under which the Lessee is an obligor, and such default remains uncured following the applicable cure period, if any, and either (1) arises from a failure to pay any amounts due with respect to such agreement for borrowing money, lease financing of property or provision of credit and/or (2) causes or permits amounts to become immediately due and payable in full as a result of such default. In event of a default under this 12.01(d), prior to exercising any remedies under Section 12.02 of this Agreement, the Lessor shall enter into good faith negotiations with Lessee to ensure the continued payment of Rental Payments and performance of Lessee's obligations under this Agreement;

(e) Lessee shall (i) apply for, or consent to, the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium, liquidation, readjustment or insolvency proceeding;

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days;

(g) Any Pole Agreement shall be terminated (whether by Lessee, the Pole Owner or otherwise) for any reason whatsoever prior to such time as full and marketable title in the Equipment purchased thereunder has passed to and vested in Lessee; or

(h) Any license granted pursuant to any Pole Agreement and relating to any Equipment shall be canceled, terminated, suspended, revoked or otherwise not in full force and effect at any time during the Lease Term.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term, but subject to the Light Pole License Agreement, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the State of California as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment, any costs related to removal of equipment owned by Southern California Edison or other equipment, and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 and *provided*, that to the extent that such net proceeds (after payment of costs) exceed the sum of the remaining Rental Payments and any other amounts due to Lessor hereunder, Lessor shall promptly pay the amount of such excess to Lessee. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) *Reserved*; and/or

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement or as a secured party in any or all of the Equipment.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided*, that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto consent to jurisdiction in the State of California and venue in any state or Federal court located in the County of Riverside, California.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. Entire Agreement. The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.09. Benefits Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person or entity other than Lessee, Lessor (and permitted assigns and Lease Servicer, if any) any right, remedy or claim under or by reason of this Agreement.

Section 13.10. Amendment and Restatement. (a) This Agreement shall become effective on the Commencement Date and shall supersede, amend and restate all provisions of the Original Agreement as of such date. From and after the Commencement Date, all references made to the Original Agreement in any instrument or document shall, without more, be deemed to refer to this

Agreement. Without limiting the foregoing, the parties to this Agreement hereby acknowledge and agree that the “Agreement” referred to in the Original Agreement shall from and after the date hereof be deemed a reference to this Agreement.

(b) This Agreement supersedes the Original Agreement, insofar as it constitutes the entire agreement between the parties concerning the subject matter of this Agreement, but does not constitute a novation of the Original Agreement or any of the obligations under the Original Agreement. Without in any way limiting the terms of the Original Agreement, the Lessee confirms that the existing Liens provided for hereunder continue the Liens granted pursuant to the Original Agreement.

Section 13.11. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lessor and any affiliate thereof are arm’s-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

Section 13.12. Electronic Signatures. The Related Agreements may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe’s Portable Document Format (“PDF”). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Agreements and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree

to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Leasing & Capital, LLC

LESSEE:
City of Moreno Valley, California

11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

14177 Frederick Street
Moreno Valley, CA 92553
Attention: Brooke McKinney/Marshall Eyerman
Phone No.: (951) 413-3077 and (951) 413-3021
E-mail: brookem@moval.org and
marshalle@moval.org

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

Counterpart No. ____ of ____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest or ownership herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

LIST OF EXHIBITS

Exhibit A	—	Equipment Schedule
Exhibit B	—	Payment Schedule
Exhibit C-1	—	Form of Authorizing Resolution
Exhibit C-2	—	Form of Incumbency and Authorization Certificate
Exhibit D	—	Form of Opinion of Counsel
Exhibit E	—	Reserved
Exhibit F	—	Form of Self-Insurance Certificate
Exhibit G	—	Description of Additional Lessee-Owned Streetlights
Exhibit H	—	Form of Notice and Acknowledgement of Assignment
Exhibit I	—	Reserved
Exhibit J	—	Reserved
Exhibit K	—	Reserved
Exhibit L	—	Form of Investor Letter
Exhibit M	—	Reserved
Exhibit N	—	Permitted Encumbrances on Real Property
Exhibit O	—	Form of Notice of Retired Streetlights

EXHIBIT A

EQUIPMENT SCHEDULE

The Equipment consists of: (i) any and all of the equipment and other property now existing or hereafter acquired or installed with proceeds of this Agreement including, but not limited to, street light poles (as further described below under the heading Streetlight ID Information and in Exhibit G hereto), street lighting conversion equipment, and energy conservation equipment (including all machinery, equipment, items, parts, materials and all other property) to be acquired and installed thereon or with respect thereto, including, but not limited to, all machinery, equipment, items, parts, materials and all other property acquired and installed pursuant to that certain (a) Acquisition Vendor Agreement and (b) Retrofit Vendor Agreement (whether such goods constitute inventory, equipment or fixtures under, and as such terms are defined in, Article 9 of the California Commercial Code) and related improvements and equipment, and all replacements, repairs, restorations, modification and improvements thereof, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereof; (ii) any property acquired in substitution, renewal, repair or replacement for or as additions, improvements, accessions and accumulations to any of the property described in clause (i); and (iii) any accessories, parts and appurtenances appertaining or attached to any of such property or from time to time incorporated therein or installed thereon.

The Equipment includes, but is not limited to, 11,187 streetlight poles, the LED lamps installed therein and the other related items therein or attached thereto (as described above). Such streetlight poles include (i) the 1,734 streetlight poles as listed on Exhibit G hereto, the LED lamps installed therein and the other related items therein or attached thereto, and (ii) the 9,453 street light poles, the LED lamps installed therein and the other related items therein or attached thereto (as described above), identified by the streetlight ID numbers and other identifying information set forth below:

EXHIBIT B
PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (including prepayment premium, if applicable)
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Contract Rate. The Contract Rate is 5.42% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is December 1, 2019.

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

LESSOR:
Banc of America Leasing & Capital, LLC

LESSEE:
City of Moreno Valley, California

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

EXHIBIT C-1

FORM OF AUTHORIZING RESOLUTION

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED EQUIPMENT LEASE/ PURCHASE AGREEMENT WITH BANC OF AMERICA LEASING & CAPITAL, LLC

WHEREAS, the City of City of Moreno Valley, California (the "City") is a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the City desires to refinance certain improvements (the "Improvements") consisting of the acquisition of certain street lights and the installation of certain energy savings equipment thereto as described in that certain Purchase and Sale Agreement dated _____, 2017 (the "Purchase Agreement") by and between the City and Southern California Edison, a California corporation; and

WHEREAS, the City desires to provide for refinancing in the approximate amount of \$ _____ for the acquisition and installation of the Improvements; and

WHEREAS, Banc of America Leasing & Capital, LLC ("Banc of America") has proposed a cost-effective lease purchase financing arrangement for the acquisition and installation of the Improvements, as set forth under the Amended and Restated Equipment Lease/Purchase Agreement (the "Agreement") between Banc of America and the City, the form of which has been presented to the City and is on file with the City Clerk; and

WHEREAS, the City has determined that this lease financing arrangement is the most economical means for providing the Improvements to the City; and

WHEREAS, as a condition of the Agreement, the City must properly maintain, repair and replace such streetlights (the "Services") during the term of the Lease Agreement; and

NOW, THEREFORE, it is resolved by the City Council of the City of Moreno Valley, California as follows:

SECTION 1. CEQA. Based upon its review of the entire record before the City Council, the City Council in its role as a CEQA responsible agency hereby finds and determines that the proposed Agreement, as part of the _____ [DESCRIBE PROJECT], is categorically exempt from environmental review under CEQA pursuant to State CEQA Guidelines §§ 15301, 15302, 15303 and 15061(b)(3).

The Class 1 exemption specifically exempts from further CEQA review the operation, repair, maintenance, and minor repair of existing public or private structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

lease financing arrangement will provide Improvements that require the maintenance on existing streetlights and does not involve an expansion of the floor area of the structures. The replacement of the bulbs to high-efficiency bulbs is a minor alteration. It does not change the use of the street lights, and is more beneficial in terms of reduced energy use and improved public safety. The Class 2 exemption specifically exempts from further CEQA review the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The Improvements will have the same purpose as the existing streetlights and the new LED bulbs will not exceed the capacity of the existing bulbs. The Class 3 exemption specifically exempts from further CEQA review the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure. The Improvements include the installation of new LED bulbs in existing small structures and general maintenance in accordance with the Class 3 exemption.

None of the exceptions to the use of the Class 1, 2 or 3 categorical exemptions identified in State CEQA Guidelines section 15300.2 apply. The Improvements include the retrofitting of light poles within the City's jurisdiction, but none are located in a particularly sensitive environment and therefore there would not be impacts on an environmental resource of hazardous or critical concern. The Improvements will not result in a cumulative impact from successive projects of the same type in the same place, over time, as they entail the upgrade of bulbs on all currently owned SCE fixtures within the City's jurisdiction. There are no unusual circumstances surrounding the Improvements that result in a reasonable possibility of a significant effect on the environment, as there are no sensitive resources on the existing pole sites and the Improvements do not involve structural modifications. The replacement of bulbs and maintenance of existing structures will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources. The Improvements will not take place on any hazardous waste sites or cause a substantial adverse change in the significance of a historical resource as the existing poles are not considered historical resources. Thus, the categorical exemptions apply, and no further environmental review is required.

The Improvements to be provided as part of the lease financing arrangement are also exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), which exempts a Project if "the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The execution of the Agreement regarding the Improvements project involves replacing existing light bulbs in City's jurisdictions with LED technology bulbs. The Improvements do not involve an expansion of use or the bulbs' capacity. Accordingly, there is no possibility that obtaining financing for the replacement of bulbs will have a significant effect on the environment.

SECTION 2. Authorization and Approval of Agreement. The City Council hereby approves and authorizes the City to enter into the Agreement in a principal amount which shall not exceed \$_____ in the form attached hereto as Exhibit A and incorporated hereby by reference, together with any changes therein or additions thereto which are deemed advisable by

the City Manager. The City Manager is authorized and directed to take all steps and actions which are necessary to accomplish execution of the Agreement pursuant to the authorization given by and the conditions specified in this resolution. The City Manager, or his designee, is authorized to execute the Agreement for and on behalf of the City.

SECTION 3. Attestations. The City Clerk or other appropriate City officer is hereby authorized and directed to attest the signature of the City Manager or of such other person or persons as may have been designated by the City Manager, and to affix and attest the seal of the City, as may be required or appropriate in connection with the execution and delivery of the Agreement.

SECTION 4. Other Actions. The City Manager and his designees are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Agreement. Such actions are hereby ratified, confirmed and approved.

SECTION 5. General Liability. Nothing contained in this Resolution, the Agreement, nor any other instrument shall be construed with respect to the City, as Lessee, as incurring a pecuniary liability or charge upon the general credit of the City, as Lessee, or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the City, as Lessee, or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the City, as Lessee, subject to annual appropriation by its governing body, as provided in the Agreement

SECTION 6. Appointment of Authorized Lessee Representatives. The City Manager and her or his designees (the "Authorized Representatives") are each hereby designated to act as authorized representatives of the City, as Lessee, for purposes of the Agreement until such time as the governing body of the City, as Lessee, shall designate any other or different authorized representative for purposes of the Agreement.

SECTION 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 8. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

SECTION 9. Location and Custodian of Records. The documents and materials associated with the action that constitute the record of proceedings on which these findings are based are located at [insert address and name].

SECTION 10. CEQA Notice of Exemption. The City Council hereby directs staff to prepare and file a Notice of Exemption with the Riverside County Clerk within five (5) working days of the approval of the proposed project.

SECTION 11. Effect. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved: _____
_____, Mayor

Attest:

_____, City Clerk

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

EXHIBIT C-2

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Moreno Valley, California (“Lessee”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “Officials”) in the capacity set forth opposite their respective names below and the original or facsimile signatures below are true and correct as of the date hereof;

B. The Resolution of Lessee’s City Council, No. _____, dated _____, authorized the Officials, on behalf of Lessee, to negotiate, execute and deliver the Amended and Restated Equipment Lease/Purchase Agreement dated as of August __, 2021 by and between Lessee and Banc of America Leasing & Capital, LLC (“Lessor”), and all documents related thereto and delivered in connection therewith (collectively, the “Agreements”).

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: August __, 2021

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

EXHIBIT D**FORM OF OPINION OF COUNSEL TO LESSEE**
(to be typed on letterhead of counsel)

[Closing Date]

Banc of America Leasing & Capital, LLC

11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Amended and Restated Equipment Lease/Purchase Agreement, dated as of August ____, 2021, between Banc of America Leasing & Capital, LLC, as Lessor, and the City of Moreno Valley, California, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Moreno Valley, California (“*Lessee*”), I have examined (a) an executed counterpart of a certain Amended and Restated Equipment Lease/Purchase Agreement, dated as of August ____, 2021 and Exhibits thereto by and between Banc of America Leasing & Capital, LLC (together with its successors, assigns and transferees, and as more particularly defined in the Agreement, “*Lessor*”) and Lessee (the “*Agreement*”), which, among other things, provides for the lease of certain property (the “*Equipment*”), and all documents related thereto and delivered in connection therewith, (b) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, and documents related thereto and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement and the Vendor Agreements (as defined in the Agreement) are referred to collectively as the “Transaction Documents.”

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. We express no opinion with respect to any indemnification, contribution, lien priority or choice of law provisions contained in the foregoing documents.

In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy

of the statements and representations contained in such documents. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the Lessee.

As used in this opinion, the phrase "to our current actual knowledge" means knowledge as we have obtained from (i) the incumbency and signature certificate of the Lessee, (ii) the representations and warranties contained in each closing certificate of the Lessee, and (iii) knowledge of facts or other information currently known to lawyers in our firm who have performed legal services for the Lessee.

Based on the foregoing, I am of the following opinions:

1. Lessee is a city, duly organized and existing under the laws of the State.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.
3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents constitute legal, valid and binding obligations of Lessee enforceable in accordance with their respective terms.
4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.
5. To our current actual knowledge there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined against the Lessee, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors, assigns and transferees are entitled to rely on this opinion.

Sincerely,

EXHIBIT E

RESERVED

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Leasing & Capital, LLC
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Amended and Restated Equipment Lease/Purchase Agreement, dated as of August __, 2021 (the "Agreement") between Banc of America Leasing & Capital, LLC, as Lessor, and the City of Moreno Valley, California, as Lessee

In connection with the above-referenced Agreement, the City of Moreno Valley, California (the "Lessee"), the Lessee warrants and represents to Banc of America Leasing & Capital, LLC the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is \$ _____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$ _____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$ _____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$ _____.]

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ _____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$ _____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

City of Moreno Valley, California

By: _____

Name: _____

Title: _____

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

EXHIBIT G**ADDITIONAL LESSEE-OWNED STREETLIGHTS**

The Additional Lessee-Owned Streetlights (all of which constitute Equipment) includes, but is not limited to, the following 1,734 street light poles, the LED lamps installed therein and the other related items therein or attached thereto (as described in Exhibit A), identified by the streetlight ID numbers and other identifying information set forth below:

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED _____

Banc of America Leasing & Capital, LLC (“*Assignor*”) hereby gives notice that it has assigned and sold to _____ (“*Assignee*”) all of Assignor’s right, title and interest in, to and under the Amended and Restated Equipment Lease/Purchase Agreement (the “*Agreement*”) dated as of August ____, 2021, between Assignor and the City of Moreno Valley, California (“*Lessee*”), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor’s right, title and interest in the Equipment (as defined in the Agreement) (collectively, the “*Assigned Property*”). Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. For purposes of Section 11.01 of the Agreement, Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignor, as Lease Servicer for Assignee, all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment. The Investor Letter is attached hereto. It is hereby acknowledged that Lessee has never reviewed the agreement or any other instrument pursuant to which the assignment was made (the “*Assignment Agreement*”), assumes that such Assignment Agreement is valid and binding as between the Assignor and the Assignee, and relies on the representation (which is made hereby) that such assignment has been done in compliance with all applicable law.

2. Lessee and Assignor hereby agree that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Default or an Event of Non-appropriation in accordance with the Agreement; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this “*Acknowledgement*”), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining	–	_____
Amount of Each Rental Payment	–	\$ _____
Total Amount of Rents Remaining	–	\$ _____
Frequency of Rental Payments	–	_____
Next Rental Payment Due	–	_____

4. The Agreement remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignor, as Lease Servicer for Assignee, at the following address (or such other address as provided to Lessee in writing from time to time by Assignor):

Banc of America Public Capital Corp
 11333 McCormick Road
 Hunt Valley II
 M/C MD5-032-07-05
 Hunt Valley, MD 21031
 Attention: Contract Administration
 Fax No.: (443) 541-3057

7. Except as stated above in Section 6 hereof, any inquiries and/or notices of the Lessee related to the Agreement should be directed to Assignee at the address listed below:

 Attention: _____

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF MORENO VALLEY, CALIFORNIA

By: _____
Name: _____
Title: _____

ASSIGNOR:
BANC OF AMERICA LEASING & CAPITAL, LLC

By: _____
Name: _____
Title: _____

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

EXHIBIT I

RESERVED

EXHIBIT J

RESERVED

EXHIBIT K

RESERVED

EXHIBIT L

FORM OF INVESTOR LETTER

I, _____, of _____ (the “Purchaser”) do hereby certify for and on behalf of the Purchaser as follows with respect to that certain \$_____ Amended and Restated Equipment Lease/Purchase Agreement, dated as of August ___, 2021 (the “Agreement”) between Banc of America Leasing & Capital, LLC, as Lessor, and the City of Moreno Valley, California, as Lessee:

1. The Purchaser is a Qualified Institutional Buyer as defined in Rule 144A promulgated under the Securities Act of 1933, as amended or an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended. The Purchaser has such knowledge and experience in financial and business matters in general, and in transactions such as the financial arrangements contemplated by the Agreement in particular, that it is capable of evaluating and has evaluated the merits and risks of entering into the financial arrangements contemplated by the Agreement and the Purchaser understands the risks of its purchase of the Agreement.

2. The Purchaser has conducted its own investigation of the financial condition of the Lessee, the purpose for which the Agreement is being entered into and of the security for payment of the Rental Payments due under the Agreement, and has obtained such information regarding the Agreement and the Lessee and its operations, financial condition and financial prospects as the Purchaser deems necessary to make an informed investment decision with respect to its purchase of the Agreement.

3. The Purchaser is purchasing the Agreement for its own account and without a present intention to sell any portion thereof to any other person, *provided* that the Purchaser retains the right at any time to dispose of the Agreement or any interest therein as it may determine to be in its best interests and that any subsequent resale shall be made only in accordance with the Agreement and applicable securities laws.

4. The Purchaser acknowledges and agrees that the obligation of the Lessee to pay Rental Payments under the Agreement shall constitute a current expense of the Lessee and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Lessee, nor shall anything contained in the Agreement constitute a pledge of the full faith and credit or taxing power of the Lessee.

5. Each of the Lessee, the Lessee’s financial advisor and placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Agreement from its own financial, legal, tax and other advisors (and not from the Purchaser or its affiliates) to the extent that the Lessee, the Lessee’s financial advisor [or the placement agent] desires, should or needs to obtain such advice. The Purchaser expresses no view regarding the legal sufficiency of its representations

for purposes of compliance with any legal requirements applicable to the Lessee, the Lessee's financial advisor or the placement agent or any other party, or the correctness of any legal interpretation made by counsel or counsels to any such entity or any other party with respect to such matters. The Purchaser is not responsible for any the Lessee, the Lessee's and financial advisor or the placement agent or any other party's compliance or noncompliance with any applicable law.

DATED this _____ day of _____, 20__.

[PURCHASER/ASSIGNEE]

By: _____
Name: _____
Title: _____

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

EXHIBIT M

RESERVED

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

EXHIBIT N
PERMITTED ENCUMBRANCES ON REAL PROPERTY

None

EXHIBIT O

FORM OF NOTICE OF RETIRED STREETLIGHTS

Banc of America Leasing & Capital, LLC
 11333 McCormick Road
 Mail Code: MD5-032-07-05
 Hunt Valley, MD 21031
 Attn: Contract Administration

Re: Amended and Restated Equipment Lease/Purchase Agreement, dated as of August __, 2021 (as amended, the “*Agreement*”) between Banc of America Leasing & Capital, LLC, as Lessor, and the City of Moreno Valley, California, as Lessee

In connection with the above-referenced Agreement, the City of Moreno Valley, California (the “*Lessee*”), the Lessee notifies, warrants and represents to Banc of America Leasing & Capital, LLC the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

(i) Pursuant to Section 5.04(c) of the Agreement, on _____, 20__¹ (the “*Retirement Date*”) Lessee intends to retire ___ number of Streetlights and exclude them from Equipment and the Agreement.

(ii) No Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect to the Agreement. All representations, warranties and covenants set forth in the Agreement are hereby reaffirmed for the benefit of Lessor and remain true and correct.

(iii) Subject to the satisfaction of the requirements in Section 5.04(c) of the Agreement, Lessee may retire and exclude from the Equipment up to 94 Streetlights in the aggregate over the course of the Lease Term without prepayment or penalty or obligation to replace such Streetlights.

(iv) The cumulative number of Retired Streetlights under the Agreement, including the Streetlights proposed to be retired in (i) above, will be ___ on the Retirement Date, which is less than or equal to the maximum amount of Streetlights permitted to be required under the Agreement (and described in (iii) above).

¹ This should be a date that is at least 30 days following the date of this Notice.

(v) After the proposed retirement of the Streetlights on the Retirement Date, the number of Streetlights that will remain subject to the Agreement will equal _____, consisting of _____ Lessee-Owned Streetlights and _____ Additional Lessee-Owned Streetlights.

Please let us know if Lessor requires any other information or confirmations with respect to the Retired Streetlights, the Equipment and the Collateral.

LESSEE:

City of Moreno Valley, California

By: _____

Name: _____

Title: _____

Attachment: Amended Restated Moreno Valley Taxable Streetlights ELPA (CA Appropriation) (002) (4446 : AUTHORIZATION TO REFINANCE

RESOLUTION NO. 2021-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA LEASING & CAPITAL, LLC; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Moreno Valley (the "City") is a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the City previously financed the acquisition of certain street lights and the installation of certain energy savings equipment thereto (the "Improvements"); and

WHEREAS, in order to accomplish such financing, the City entered into an Equipment Lease/Purchase Agreement, dated as of July 27, 2018, as amended by that certain First Amendment to Equipment Lease/Purchase Agreement, dated as of November 2, 2020 (together, the "Prior Agreement") with Banc of America Leasing & Capital, LLC ("Banc of America"); and

WHEREAS, the City desires to refinance the costs of the Improvements by prepaying the Prior Agreement; and

WHEREAS, the City is in receipt of an offer for proposed financing dated May 12, 2021 (the "Term Sheet") from Banc of America providing material terms related to the refinancing of the costs of the Improvements and prepayment of the Prior Agreement; and

WHEREAS, the City has determined that it would be in the best interest of the City and the residents of the City to authorize the execution and delivery of an Amended and Restated Equipment Lease/Purchase Agreement (the "Agreement") between Banc of America and the City for the purpose of prepaying the Prior Agreement pursuant to the Term Sheet;

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

1. The form of the Agreement, on file with the City Clerk, is hereby approved, and the Mayor of the City, the City Manager and the Chief Financial Officer of the City, and any designee thereof (the "Authorized Officers"), are each hereby authorized and directed, for and in the name of the City, to execute and deliver the Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the principal amount of the Agreement shall not exceed \$8,000,000 and the interest rate on the Agreement shall not exceed 3.65% (except in the case of any increase due to a late payment or a default).

2. The City Clerk or other appropriate City officer is hereby authorized and directed to attest the signature of the Authorized Officers or of such other person or persons as may have been designated by the Authorized Officers, and to affix and attest the seal of the City, as may be required or appropriate in connection with the execution and delivery of the Agreement.

3. The officers, employees and agents of the City are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the entry into the Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. All actions heretofore taken by the officers, employees and agents of the City with respect to the transactions set forth above, including, but not limited to, the execution of the Term Sheet, are hereby approved, confirmed and ratified.

4. The City Council acknowledges that the good faith estimates required by Section 5821.1 of the California Government Code are attached hereto as Exhibit A and are available to the public at the meeting at which this Resolution is approved. The City Council hereby finds that the requirements of Section 5852.1 have been satisfied.

5. The Authorized Officers are each hereby designated to act as authorized representatives of the City, as Lessee, for purposes of the Agreement until such time as the governing body of the City, as Lessee, shall designate any other or different authorized representative for purposes of the Agreement.

6. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 3rd day of August, 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: final Resolution - Authorizing Amended and Restated Equipment Lease-Purchase Agreement 4812-9751-9087_3 (002) (4446 :

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-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 3rd day of August, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK
(SEAL)

Attachment: final Resolution - Authorizing Amended and Restated Equipment Lease-Purchase Agreement 4812-9751-9087_3 (002) (4446 :

**EXHIBIT A
GOOD FAITH ESTIMATES**

**City of Moreno Valley
Amended and Restated Equipment Lease/Purchase Agreement**

SB 450 Summary / Government Code 5852.1*

A. True Interest Cost (TIC) of the Bonds	3.47% ¹
B. Sum of all fees and charges paid to 3rd parties	\$65,000 ²
C. Bond Proceeds Net of Reserves, Capitalized Interest and 3rd Party Fees and Charges	\$7,337,587
Net proceeds	7,402,587 ¹
Less Reserve Fund	- ¹
Less Sum of all fees and charges paid to 3rd parties	(65,000) ¹
Less Capitalized Interest	- ¹
D. Total Payment Amount	\$9,199,749¹

*Subject to change based on interest rates, market conditions, and other factors

Sources:

¹ Cash Flows prepared by Fieldman Rolapp & Associates, Inc. as of 6/17/21

² Costs of Issuance



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager
Steve Quintanilla, Interim City Attorney

AGENDA DATE: August 3, 2021

TITLE: PROPOSED LOCAL MORENO VALLEY ESSENTIAL SERVICES MEASURE

RECOMMENDED ACTION

Recommendations: That the City Council:

Adopt the attached Resolution No. 2021-XX, Placing the Local Moreno Valley Essential Services Measure, a One Cent Local General Tax Measure on the Ballot for voter consideration on the November 2, 2021 Election.

SUMMARY

In response to \$50 million in historical State Takeaways of local funds, the continued and significant increases by the County to provide critical public safety services to our City, and the fiscal crisis caused by the impacts of COVID 19, the City is proposing to place the Local Moreno Valley Essential Services Measure on the ballot for local voter consideration. If approved by the voters, the Local Moreno Valley Essential Services Measure would enact a "One Cent" local sales tax (Transactions and Use Tax) until ended by voters. It is estimated to produce approximately \$20 million per year, which may be used to fund general municipal services and cannot by law be taken by the State.

Since the revenue generated by the proposed one-cent 1¢ increase will be deposited in the City's General Fund to fund general municipal services, it is considered to be a "General Tax" proposal, which requires a two-thirds vote of the City Council to place on the ballot, and approval by at least 50% plus 1 of the voters voting in the respective election.

DISCUSSION

The City of Moreno Valley's sales tax (Transactions and Use Tax) is 7.75%. The table below illustrates the allocation of sales tax to the various jurisdictions, in which, every sales tax dollar generated in Moreno Valley, the City receives less than 13 cents.

Rate	Jurisdiction	Purpose	Apportioned %
3.69%	State	Goes to State's General Fund	47.58%
0.25%	State	Goes to State's General Fund	3.23%
0.50%	State	Goes to Local Public Safety Fund to support local criminal justice activities (1993)	6.45%
0.50%	State	Goes to Local Revenue Fund to support local health and social services programs (1991 Realignment)	6.45%
1.06%	State	Goes to Local Revenue Fund 2011	13.71%
0.25%	Local	0.25% Goes to county transportation funds	3.23%
0.50%	Local	0.50% Goes to Riverside County Transportation Commission (RCTC)	6.45%
1.00%	Local	1.00% Goes to city or county operations	12.90%
7.75%	State/Local	Total Statewide Base Sales and Use Tax Rate	100.00%

The average sales tax in Southern California is 8.65%. In Western Riverside County, the average sales tax is 8.31%. This means 10 out of 18 cities have a sales tax rate of 8.75% as opposed to 7.75%.

The proposed Local Moreno Valley Essential Services Measure establishes a one-cent (1¢) local sales tax in the City, which is a general tax and cannot be established without a vote of the people pursuant to State law. If the City Council approves the proposed resolutions, the voters of Moreno Valley will have the opportunity to approve this new source of general fund revenue. Under existing law, only a majority is required to pass the tax.

The proposed resolution includes the proposed sales tax ballot measure ordinance. If approved, the resolution will authorize the tax measure to be placed on the ballot. Voters will be asked whether to impose a local one-cent (1¢) per dollar sales tax (Transactions and Use Tax) on the sale and/or use of all tangible personal property sold at retail locations in the City of Moreno Valley. The proposed ballot question is included in the resolution and reads as follows:

Local Moreno Valley Essential Services Measure Shall an ordinance be adopted to maintain 9-1-1 emergency response times, robbery/burglary prevention, neighborhood police patrols/fire engine service levels; address homelessness, repair potholes/streets; keep public areas safe/clean; help retain local businesses; maintain senior services, youth/afterschool programs, other general services by establishing a 1¢ sales tax, generating approximately \$20,000,000 annually until ended by voters, with independent financial audits, public review of expenditures, all funds used locally?

The proposed action is to approve the resolution in order to place the measure on the ballot. The resolution includes the ordinance that would become part of the City's Municipal Code if the measure is approved by the voters. It also directs the City Attorney to prepare an impartial analysis of the measure and for the Riverside County Registrar of Voters (ROV) to consolidate the local ballot measure with the consolidated general election that will be conducted by ROV on November 2, 2021, based on the Fiscal Emergency declaration unanimously adopted by the City Council. The ROV will therefore perform the canvass of ballots. The resolution provides for the filing of

primary arguments by August 16, 2021, at 5:00 p.m.

ALTERNATIVES

1. Adopt Resolution No. 2021-XX to place the measure on the November 2, 2021 ballot to establish the Local Moreno Valley Essential Services Measure, which is a one-cent (1¢) local sales tax (Transactions and Use Tax) in the City that is estimated to generate \$20,000,000 annually.
2. Not place the measure on the November 2, 2021 ballot.

FISCAL IMPACT

If adopted by the voters, the Local Moreno Valley Essential Services Measure would provide an estimated \$20,000,000 of locally controlled revenues to the General Fund to be used for any lawful expenditure, including but not limited to, preventing robberies and burglaries, maintaining 9-1-1 emergency response times, addressing homelessness, repairing potholes, local streets and roads, maintaining the number of fire engines in service, providing gang and youth violence prevention programs maintaining safe and clean public areas; and enhancing recreation and youth programs and facilities.

PREPARATION OF STAFF REPORT

Prepared By:
Steven B. Quintanilla
Interim City Attorney

Brian Mohan
Assistant City Manager/Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

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

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. Resolution (07.28.2021)
- 2. ORDINANCE (07.28.2021)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	7/28/21 5:24 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	7/28/21 5:37 PM

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING FOR THE SUBMISSION TO THE VOTERS OF THE CITY AT THE NOVEMBER 2, 2021, CONSOLIDATED ELECTION, A PROPOSED LOCAL MORENO VALLEY ESSENTIAL SERVICES MEASURE TO ESTABLISH A LOCAL ONE-CENT (1¢) SALES TAX

WHEREAS, Moreno Valley strives to provide safe neighborhoods and parks, libraries, programs for children, youth and seniors, and well-maintained roads that make this City a better place to live, work, and raise a family; and

WHEREAS, service priorities identified by residents through a recent customer satisfaction survey and subsequent “Join the Conversation” initiative include: (1) Preventing robberies and burglaries; (2) Maintaining 911 emergency response times; (3) Addressing homelessness; (4) Repairing potholes and roads; (5) Maintaining the number of fire engines in service; (6) Providing gang and youth violence prevention programs; and (7) Maintaining safe and clean parks and public areas; and

WHEREAS, due to the ongoing impacts of the State’s historical takeaways of over \$50 million of local taxpayer dollars from Moreno Valley, and the potential for additional State takeaways, this situation still poses a real and significant threat of presenting a severe economic crisis for the City; and

WHEREAS, the City must have the funding to maintain the rapid response times of our City’s paramedics, firefighters, and emergency medical workers who are the first to respond and save lives; and

WHEREAS, last year alone, there was an increase in robberies, burglaries and car thefts in the City, showing the City must have funds available for additional patrols to keep residents safe, and

WHEREAS, the City continues to contract with the Riverside County Sheriff’s Department for law enforcement services and County for Fire Protection Services, which combined currently account for approximately 61.6% of the City’s General Fund expenditures, and

WHEREAS, the County continues to increase the costs for the public safety services, including most recently the cost of emergency response services (i.e., 911 calls); and

WHEREAS, road engineers recently rated the condition of a majority of Moreno Valley’s streets and roads as just “fair,” “poor,” or “very poor, and the City does not have

the funds to make these critical safety repairs now before conditions get even worse and become more expensive to repair; and

WHEREAS, as children return to school and parents get back to work, it is critical that the City has adequate funding to help maintain supervised after-school park, recreation, and library programs to keep children safe, off the streets and out of trouble; and

WHEREAS, Moreno Valley needs a source of locally controlled funding that is required by law to stay local and cannot be taken by the State; and

WHEREAS, this measure as written includes strict accountability provisions such as annual independent financial audits, which will be available online for public review to ensure that funds are spent properly and used locally for the benefit of the residents of Moreno Valley only; and

WHEREAS, in light of the challenges presented by the COVID-19 Pandemic, the City Council as early as June 2, 2020, adopted Resolution No. 2020-43, unanimously determining and declaring the existence of a Fiscal Emergency within the City of Moreno Valley; and

WHEREAS, it has been necessary to repeatedly extend the Fiscal Emergency declaration to provide the City Manager sufficient time to investigate and recommend further actions to mitigate not only the initial fiscal impacts to the City's annual budgets for Fiscal Years 2019/20 and 2020/21, but also the potential fiscal impacts in Fiscal Year 2021/22 and subsequent fiscal years; and

WHEREAS, the City Council of the City of Moreno Valley ("City") is authorized to levy a sales tax (Transactions and Use Tax) for general purposes pursuant to California Revenue and Taxation Code section 7285.9, subject to approval by a majority vote of the electorate pursuant to Article XIII C, section 2 of the California Constitution ("Proposition 218"); and

WHEREAS, since the revenue produced by a one-cent (1¢) sales tax will be placed in the City's general fund and will be used to pay for important general City services, it is considered a general tax; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218, an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

WHEREAS, pursuant to Proposition 218 (California Constitution, Article XIII C, § 2(b)), the general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled municipal election for members of the governing body of the local government; and

WHEREAS, pursuant to Government Code section 53724 (“Proposition 62”) and Revenue and Taxation Code section 7285.9, a two-thirds (2/3) vote of all members of the City Council is required to place the Measure on the November 2, 2021 consolidated general election ballot; and

WHEREAS, the proposed ordinance to be considered by the qualified voters and the terms of approval, collection and use of the general sales tax are described and provided for is attached hereto as Exhibit “A” and incorporated herein by this reference in accordance with all applicable laws.

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

Section 1. INTENT

That pursuant to Government Code Section 53724(d) and Elections Code Section 9222, it is the intent of the City Council that the ballot measure described herein be submitted to the voters of Moreno Valley.

Section 2. FISCAL EMERGENCY

That the Fiscal Emergency initially adopted by a unanimous vote of the City Council on June 2, 2020, remains in place in that it has been extended by subsequent resolutions also unanimously adopted by the City Council on September 1, 2020 (Resolution No. 2020-60), October 20, 2020 (Resolution No. 2020-69), March 16, 2021 (Resolution No. 2021-21), May 4, 2021 (Resolution No. 2021-28) and June 15, 2021 (Resolution No. 2021-48).

Section 3. CALL OF ELECTION

That pursuant to the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Moreno Valley, California on Tuesday, November 2, 2021, a special municipal election for the purpose of submitting to the voters of the City of Moreno Valley, the **Local Moreno Valley Essential Services Measure**, a ballot measure for the purpose of approving an ordinance to amend Section 3.36.020 (Rate) of Chapter 3.36 (Sales and Use Tax) of Title 3 (Revenue and Finance) of the Moreno Valley Municipal Code to increase the rate of the sales and use tax imposed by Chapter 3.36 (Sales and Use Tax) by one percent.

Section 4. NOTICE OF ELECTION

That notice of time and place of holding said election is hereby given and the City Clerk is hereby authorized, instructed and directed to give such further or additional notice of said election in the time, form and manner as required by California law.

Section 5. BALLOT QUESTION

That the question to be submitted to the voters on the ballot shall be as follows:

Local Moreno Valley Essential Services Measure Shall an ordinance be adopted to maintain 9-1-1 emergency response times, robbery/burglary prevention, neighborhood police patrols/fire engine service levels; address homelessness, repair potholes/streets; keep public areas safe/clean; help retain local businesses; maintain senior services, youth/afterschool programs, other general services by establishing a 1¢ sales tax, generating approximately \$20,000,000 annually until ended by voters, with independent financial audits, public review of expenditures, all funds used locally?	YES
	NO

Section 6. PROPOSED ORDINANCE

That the proposed ordinance is attached hereto as Exhibit "A" and incorporated herein by this reference and such ordinance shall be printed in the voter pamphlet.

Section 7. VOTER APPROVAL

That upon approval of the proposed ordinance by the voters of the City of Moreno Valley, Section 3.36.020 (Rate) of Chapter 3.36 (Sales and Use Tax) of Title 3 (Revenue and Finance) of the Moreno Valley Municipal Code shall be amended to increase the rate of sales and use tax imposed by Chapter 3.36 (Sales and Use Tax) by one percent.

Section 8. RIVERSIDE COUNTY REGISTRAR OF VOTERS

That the City Council of the City of Moreno Valley further resolves, declares and orders as follows:

(a) That the City Clerk is directed to file a certified copy of this Resolution with the Riverside County Board of Supervisors and the Riverside County Registrar of Voters.

(b) That pursuant to Sections 10402 and 10403 of the Elections Code, the Riverside County Board of Supervisors is hereby requested to consent and agree to the consolidation of the special municipal election with the consolidated general election that is scheduled to be conducted by Riverside County on Tuesday, November 2, 2021.

Attachment: Resolution (07.28.2021) [Revision 3] (5492 : PROPOSED LOCAL MORENO VALLEY ESSENTIAL SERVICES MEASURE)

(c) That the Riverside County Board of Supervisors is requested to issue instructions to the Riverside County Registrar of Voters to take all necessary steps for holding and conducting the consolidated election.

(d) That the Riverside County Registrar of Voters is hereby authorized to canvass the returns of the special municipal election which shall be held in all respects as if there were only one election.

(e) That the City of Moreno Valley recognizes that additional costs will be incurred by Riverside County Registrar of Voters by reason of this consolidation and agrees to reimburse Riverside County for those costs.

(f) That the City Council authorizes the City Clerk to administer said election, including but not limited to, contracting with the Riverside County Registrar of Voters to assist with conducting the election, and otherwise take all reasonably necessary steps to ensure the proper handling and conduct of the special municipal election authorized by this Resolution, and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted invoice.

Section 9. BALLOT ARGUMENTS

That arguments for and against the ballot measure may be filed in accordance with the applicable provisions of law. The City Council does not authorize the Council as a body or any individual member of the Council to file a written argument or any rebuttal argument for or against the measure. The City Clerk shall consider other written arguments in favor or against the ballot measure filed by bona fide association of citizens or individual residents who are eligible to vote or any combination of voters and associations in accordance with Elections Code Section 9282, 9285 and 9287, that does not exceed 300 words and that shall be distributed to voters in the voter information guide.

Section 11. DEADLINE FOR SUBMISSION OF ARGUMENTS

That arguments in favor or against the measure shall be filed with the City Clerk of the City of Moreno Valley on or before August 16, 2021, after which no arguments for or against the measure may be submitted to the City Clerk.

Section 12. CITY ATTORNEY ANALYSIS

That the City Clerk is hereby directed to transmit a copy of the measure and proposed ordinance to the City Attorney, who shall prepare an impartial analysis of the measure by August 16, 2021, showing the effect of the measure on the existing law and the operation of the measure in accordance with Section 9280 of the Elections Code, which shall not exceed 500 words in length.

Section 13. PUBLIC INSPECTION

That the City Clerk shall make available for public inspection the arguments filed for or against the measure and the City Attorney’s Impartial Analysis during the period commencing August 17, 2021, and ending on August 26, 2021.

Section 14. EFFECTIVE DATE

That this Resolution shall take effect upon its adoption.

Section 15. 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 3rd day of August 2021.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

Attachment: Resolution (07.28.2021) [Revision 3] (5492 : PROPOSED LOCAL MORENO VALLEY ESSENTIAL SERVICES MEASURE)

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-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 3rd day of August 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

Attachment: Resolution (07.28.2021) [Revision 3] (5492 : PROPOSED LOCAL MORENO VALLEY ESSENTIAL SERVICES MEASURE)

ORDINANCE NO. _____

AN ORDINANCE OF THE PEOPLE OF THE CITY OF MORENO VALLEY, CALIFORNIA, SECTION 3.36.020 (RATE) OF CHAPTER 3.36 (SALES AND USE TAX) OF TITLE 3 (REVENUE AND FINANCE) OF THE MORENO VALLEY MUNICIPAL CODE SHALL BE AMENDED TO INCREASE THE RATE OF SALES AND USE TAX BY ONE PERCENT (One Cent)

THE PEOPLE OF THE CITY OF MORENO VALLEY ORDAIN AS FOLLOWS:

Section 1. ELECTIONS CODE SECTION 13119 STATEMENT

That the additional one percent increase of the local sales and use tax is estimated to produce approximately \$20 million per year, which may be used to fund general municipal services, and which shall remain in effect unless subsequently repealed by the voters.

Section 2. LOCAL USE OF PROCEEDS

That the additional revenue produced by the additional 1¢ increase of the local sales and use tax may be used for any local general municipal purpose including, but not limited to, maintaining 9-1-1 emergency response times; maintaining robbery and burglary suppression programs; maintaining safe and clean public areas; repairing potholes, local streets and roads; and enhancing recreation and youth programs and facilities within the City of Moreno Valley.

Section 3. ANNUAL INDEPENDENT AUDITS

That the financial records, accounting practices and internal controls related to the collection, deposit and expenditure of the additional revenue produced by the additional one percent increase shall be examined by means of an annual audit conducted by an independent auditor whose services shall be retained by the City through a contract for services as an independent contractor and available to the public for review.

Section 4. ADDITIONAL ONE PERCENT SALES AND USE TAX

That Section 3.36.020 (Rate) of Chapter 3.36 (Sales and Use Tax) of Title 3 (Revenue and Finance) of the Moreno Valley Municipal Code shall be amended to increase the rate of sales and use tax by one percent (one cent) as follows:

Chapter 3.36

SALES AND USE TAX

3.36.010 Short title.

Attachment: ORDINANCE (07.28.2021) (5492 : PROPOSED LOCAL MORENO VALLEY ESSENTIAL SERVICES MEASURE)

This chapter shall be known as the “uniform local sales and use tax ordinance.”

3.36.020 Rate.

The rate of sales tax and use tax imposed by this chapter shall be two percent.

3.36.030 Purpose.

The city council declares that the ordinance codified in this chapter is adopted to achieve the following, among other, purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To adopt a sales and use tax ordinance which complies with the requirements and limitations contained in Part 1.5 of Division 2 of the Revenue and Taxation Code;

B. To adopt a sales and use tax ordinance which incorporates provisions identical to those of the Sales and Use Tax Law of the state of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.5 of Division 2 of the Revenue and Taxation Code;

C. To adopt a sales and use tax ordinance which imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes;

D. To adopt a sales and use tax ordinance which can be administered in a manner that will, to the degree possible consistent with the provisions of Part 1.5 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting city sales and use taxes and at the same time minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

3.36.040 Contract with state.

Prior to the operative date this city shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this sales and use tax ordinance; provided, that if this city shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract rather than the first day of the first calendar quarter following the adoption of the ordinance codified in this chapter.

3.36.050 Sales tax.

A. For the privilege of selling tangible personal property at retail a tax is hereby imposed upon all retailers in the city at the rate stated in Section 3.36.020 of the gross receipts of the retailer from the sale of all tangible personal property sold at retail in this city on and after the operative date.

B. Any person subject to a sales tax under this section shall be granted a credit against the payment of tax owed under the section in the amount of sales tax paid, if any, to the community redevelopment agency of the city pursuant to the Moreno Valley redevelopment agency sales and use tax ordinance.

C. Any person subject to a use tax under this section shall be granted a credit against the payment of tax owed under the section in the amount of use tax paid, if any, to the community redevelopment agency of the city pursuant to the Moreno Valley redevelopment agency sales and use tax ordinance.

3.36.060 Place of sale.

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.36.070 Use tax.

An excise tax is imposed on the storage, use or other consumption in this city of tangible personal property purchased from any retailer on and after the operative date for storage, use or other consumption in this city at the rate stated in Section 3.36.020 of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.36.080 Adoption of provisions of state law.

Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.5 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 of Division 2 of the Revenue and Taxation Code are adopted and made a part of this chapter as though fully set forth herein.

3.36.090 Limitations on adoption of state law.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, wherever the state of California is named or referred to as the taxing agency, the name of this city shall be substituted therefor. The substitution, however, shall not be made when the word "State" is used as part of the title of the State Controller, the State Treasurer, the State Board of Control, the State Board of Equalization, the State Treasury, or the Constitution of the state of California; the substitution shall not be made when the result of that substitution would require action to be taken by or against the city, or any agency thereof rather than by or against the State Board of Equalization, in performing

the functions incident to the administration or operation of this chapter; the substitution shall not be made in those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the state of California, where the result of the substitution would be to provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or to impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the provisions of that Code; the substitution shall not be made in Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code; and the substitution shall not be made for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 or in the definition of that phrase in Section 6203.

3.36.100 Permit not required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional seller's permit shall not be required by this chapter.

3.36.110 Exclusions and exemptions.

A. The amount subject to tax shall not include any sales or use tax imposed by the state of California upon a retailer or consumer.

B. The storage, use or other consumption of tangible personal property, the gross receipts from the sale of which have been subject to tax under a sales and use tax ordinance enacted in accordance with Part 1.5 of Division 2 of the Revenue and Taxation Code by any city and county, county, or city in this state shall be exempt from the tax due under this ordinance.

C. There are exempted from the computation of the amount of the sales tax the gross receipts from the sale of tangible personal property to operators of aircraft to be used or consumed principally outside the city in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this state, the United States, or any foreign government.

D. In addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code the storage, use, or other consumption of tangible personal property purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government is exempted from the use tax.

3.36.120 Amendments.

All subsequent amendments of the Revenue and Taxation Code which relate to the sales and use tax and which are not inconsistent with Part 1.5 of Division 2 of the Revenue and Taxation Code shall automatically become a part of this chapter.

3.36.130 Enjoining collection forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the state or this city, or against any officer of the state or this city, to prevent or enjoin the collection under this chapter, or Part 1.5 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.36.140 Violations—Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

Section 5. SEVERABILITY

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

Section 6. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that conflict with the provisions of this ordinance are hereby repealed.

Section 7. AMENDMENTS

That Section 3.36.020 (Rate) of Chapter 3.36 (Sales and Use Tax) of Title 3 (Revenue and Finance) of the Moreno Valley Municipal Code shall not be subsequently amended unless approved by the voters, but the remaining provisions of Chapter 3.36 (Sales and Use Tax) may be amended by the city council unless otherwise provided by applicable law.

Section 8. CERTIFICATION

That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

Section 9. OPERATIVE DATE OF ADDITIONAL ONE PERCENT SALES AND USE TAX

That the operative date of the additional one percent sales and use tax shall be April 1, 2022, which is the first day of the first calendar quarter commencing more than 110 days after adoption of this ordinance by the voters on November 2, 2021.

PASSED AND ADOPTED by the People of the City of Moreno Valley at a special municipal election held and conducted with the consolidated general election held on November 2, 2021.

Mayor

ATTESTED BY:

City Clerk

Attachment: ORDINANCE (07.28.2021) (5492 : PROPOSED LOCAL MORENO VALLEY ESSENTIAL SERVICES MEASURE)