

## **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**

**January 4, 2022**

### **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

Edward A. Delgado, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**January 4, 2022**

**CALL TO ORDER - 5:30 PM**

**SPECIAL PRESENTATIONS**

1. Recognition of the Holiday Home Lighting Display Contest Winner for Most Spirited
2. Recognition of the Holiday Home Lighting Display Contest Winner For The Clark Griswold Award
3. Recognition of the Holiday Home Lighting Display Contest Winner for Best Theme

**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  
JANUARY 4, 2022**

**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**

**INVOCATION**

Pastor Dave Carlson, Moreno Christian Assembly

**ROLL CALL**

**INTRODUCTIONS**

**PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA AND 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 - SPECIAL MEETING - NOV 18, 2021 4:00 PM

**Recommendation:** Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION) - NOV 18, 2021 5:00 PM

**Recommendation:** Approve as submitted.

- A.4. MINUTES - CITY COUNCIL - REGULAR MEETING - DEC 7, 2021 6:00 PM

**Recommendation:** Approve as submitted.

- A.5. CONSIDERATION OF RESOLUTION NO. 2022-XX, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC., AGREE TO THE TERMS OF THE MOU ALLOCATING SETTLEMENT PROCEEDS, AND AUTHORIZE ENTRY INTO THE MOU WITH THE ATTORNEY GENERAL (Report of: City Attorney)

**Recommendation:**

That the City Council consider and adopt Resolution No. 2022-XX (Attachment A), authorizing participation in National Opioid Settlement and authorizing the City Manager to execute related participation agreements.

- A.6. CITY MANAGER/EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT AMENDMENTS Pursuant to Government Code Section 54953(c)(3), the Interim City Attorney will orally report a summary of the Council's recommendations after Closed Session before final action is taken on this item. (Report of: City Attorney)

**Recommendation:**

That the City Council approve the negotiated changes to the City Manager/Executive Director's Employment Agreement.

A.7. APPROVE THE REPLACEMENT OF TWO POLICE MOTORCYCLES  
(Report of: Police Department)

**Recommendations:**

1. Authorize the purchase of two 2022 BMW R 1250 RT-P police motorcycles and related emergency equipment totaling \$62,760.
2. Authorize the transfer of \$62,385 from the Equipment Replacement Fund 7510 to General Fund 1010, to add to the budgeted amount of \$375 in General Fund Account 1010-60-67-40210-660322, totaling \$62,760 to use for the purchase of two 2022 BMW R 1250 RT-P police motorcycles and related emergency equipment.

A.8. VEHICLE DONATION TO THE RIVERSIDE COUNTY FIRE DEPARTMENT  
(Report of: Fire Department)

**Recommendation:**

Adopt Resolution No. 2021-XX acknowledging the 2003 KME 100' Aerial Ladder Fire Truck, Asset No. 400180 with Vehicle Identification Number 1K9AF422883N058613 is surplus property and has been donated to Riverside County Fire Department, which was planned as part of the new Ladder Truck purchase this year.

A.9. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (RESO. NO. 2022-\_\_) (Report of: Financial & Management Services)

**Recommendations:**

That the City Council adopt Resolution No. 2022-XX 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. SECOND READING AND ADOPTION OF ORDINANCE NO. 983, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 6.03 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIREMENTS) (Report of: Financial & Management Services)

**Recommendation:**

Conduct the second reading by title only and adopt Ordinance No. 983.

A.11. RECEIVE THE ANNUAL AB1600 COMPLIANCE REPORT FOR FISCAL YEAR 2020-21 (Report of: Financial & Management Services)

**Recommendations:**

1. Receive and file the Annual AB 1600 Compliance Report for FY 2020-21 in compliance with California Government Code sections 66006 and 66001.
2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.12. ACCEPT THE U.S. DEPARTMENT OF THE TREASURY AMERICAN RESCUE PLAN ACT (ARPA) FUNDS (Report of: Financial & Management Services)

**Recommendations:**

1. Authorize the City Manager or designee to enter into, execute, and deliver American Rescue Plan Act (ARPA) award and compliance documents.
2. Designate the City Manager or designee as authorized signatory to execute ARPA documents on behalf of the City of Moreno Valley.
3. Accept the U.S. Treasury Direct Allocation of ARPA funds in the amount of \$48,481,233.
4. Accept staff recommendation for allocation of ARPA funds.
5. Authorize a budget amendment as set forth in the fiscal impact section.
6. Adopt Resolution NO. 2022-XX.

A.13. PAYMENT REGISTER - OCTOBER 2021 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

A.14. COLLEGE PROMISE MEMORANDUM OF UNDERSTANDING (Report of: Economic Development)

**Recommendation:**

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley (City) and the Riverside Community College District

Foundation acting on behalf of Moreno Valley College (College) allowing for the allocation of \$100,000 to support the College Promise Initiative for two academic years.

2. Authorize the City Manager to execute the MOU and all necessary documents with the College.

A.15. APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE REIMBURSEMENT AGREEMENT FOR PUBLIC STREET CONSTRUCTION (Report of: Public Works)

**Recommendation:**

1. Approve Resolution No. 2022-XX, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City Manager to Execute a Reimbursement Agreement with HF Logistics SKX-T2, LLC (Developer) for Construction of a Roundabout Located at the Intersection of Redlands Boulevard and Eucalyptus Avenue.

A.16. ADOPT RESOLUTION NO. 2022-XX, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE 2022 WILDFIRE MITIGATION PLAN FOR MORENO VALLEY UTILITY (Report of: Public Works)

**Recommendation:**

Adopt Resolution No. 2022-XX, a Resolution of the City Council of the City of Moreno Valley, California, to adopt the Annual Wildfire Mitigation Plan.

A.17. APPROVAL OF AGREEMENT WITH INVOICE CLOUD, INC. FOR CUSTOMER PAYMENT PROCESSING SERVICES FOR MORENO VALLEY UTILITY (Report of: Public Works)

**Recommendations:**

1. Approve an Agreement with Invoice Cloud, Inc. for customer payment processing services for Moreno Valley Utility, funded by MVU Professional Services (Fund 6010); and
2. Authorize the City Manager to execute the Agreement subject to approval by the City Attorney.

A.18. AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENTS TO TRANSTECH ENGINEERS, INC. AND HR GREEN PACIFIC, INC. FOR TRANSPORTATION PLANNING SERVICES (Report of: Public Works)

**Recommendations:**

1. Approve the Agreements for Transportation Planning Services with Transtech Engineers, Inc. and HR Green Pacific, Inc., funded by the fee collected from the development plan review ( Fund 1010); and
2. Authorize the City Manager to execute the Agreements with Transtech Engineers, Inc. and HR Green Pacific, Inc., which include executing subsequent Amendments or Extensions to the Agreements, and the authority to authorize associated purchase orders in accordance with the terms of the Agreements, subject to the approval of the City Attorney; and
3. Authorize Purchase Order with Transtech Engineers, Inc. for a not-to-exceed amount of \$150,000 using existing funds already approved in the Public Works Operating Budget; and
4. Authorize Purchase Order with HR Green Pacific, Inc. for a not-to-exceed amount of \$100,000 using existing funds already approved in the Public Works Operating Budget.

A.19. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE SIGNING AND STRIPING IMPROVEMENTS ON IRONWOOD AVENUE AND ON KITCHING STREET, PROJECT NOS. 808 0019 AND 808 0020 (Report of: Public Works)

**Recommendations:**

1. Award a construction contract to Chrisp Company to provide signing and striping as well as traffic control services, and authorize the City Manager to execute the Agreement with Chrisp Company in the amount of \$103,344.75 (\$89,865.00 bid amount plus a 15% contingency) funded by HSIP grant (Fund 2301); and
2. Authorize the issuance of a Purchase Order to Chrisp Company, the amount of \$103,344.75 (\$89,865.00 bid amount plus a 15% contingency) when the Agreement has been signed by all parties for the signing and striping improvements on Ironwood Ave. and Kitching St.; 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 \$13,479.75, subject to the approval of the City Attorney.



A.20. AUTHORIZATION TO SUBMIT A LETTER OF INTENT TO APPLY FOR THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CalVIP) GRANT PROGRAM (Report of: City Manager)

**Recommendation:**

1. Authorize City Manager, City Attorney and Chief Financial Officer to draft and submit a letter of intent to apply for the California Violence intervention and Prevention (CalVIP) Grant Program.
2. Authorize City Manager, City Attorney and Chief Financial Officer to seek a Community-Based Organization (CBO) partner(s) to assist the City in qualifying for the grant and negotiate a Memorandum of Understanding with CBO for Council approval no later than February 1, 2022.

A.21. AUTHORIZATION TO SUBMIT A LETTER OF INTENT TO APPLY FOR THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CalVIP) GRANT PROGRAM (Report of: City Manager)

**Recommendation:**

1. Authorize City Manager, City Attorney and Chief Financial Officer to draft and submit a letter of intent to apply for the California Violence intervention and Prevention (CalVIP) Grant Program.
2. Authorize City Manager, City Attorney and Chief Financial Officer to seek a Community-Based Organization (CBO) partner(s) to assist the City in qualifying for the grant and negotiate a Memorandum of Understanding with CBO for Council approval no later than February 1, 2022.

A.22. 2022 CITY COUNCIL COMMISSION, BOARD, AND INTER-AGENCY APPOINTMENTS (Report of: City Clerk)

**Recommendation: That the City Council:**

1. Ratify the appointments to the various committees and regional bodies as noted on the 2022 Council Committee Participation List – terms end December 31, 2022.

**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 - SPECIAL MEETING OF NOVEMBER 18, 2021 4:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- B.3. MINUTES - SPECIAL MEETING (CLOSED SESSION) OF NOVEMBER 18, 2021 5:00 PM (See A.3)

**Recommendation:** Approve as submitted.

- B.4. MINUTES - REGULAR MEETING OF DECEMBER 7, 2021 6:00 PM (See A.4)

**Recommendation:** Approve as submitted.

- B.5. AUTHORIZE RENEWAL APPLICATION AND ACCEPT FUNDING FOR AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT FOR FISCAL YEARS 2022/23 THROUGH 2024/25 (Report of: Parks & Community Services)

**Recommendation:**

1. Authorize the City Manager to submit a renewal application and accept funding for After School Education and Safety (ASES) Grant funds for fiscal years 2022/23 through 2024/25.

- B.6. SECOND READING AND ADOPTION OF ORDINANCE NO. CSD 56, AN ORDINANCE OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY DESIGNATING THE FUTURE ANNEXATION AREA FOR ITS COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND TAKING CERTAIN RELATED ACTIONS (Report of: Financial & Management Services)

**Recommendation:**

Conduct the second reading by title only and adopt Ordinance No. CSD 56.

- B.7. AUTHORIZE FISCAL YEAR 2022-23 CONTINUED FUNDING APPLICATION FOR CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND ACCEPT FUNDING TO OPERATE CHILD CARE SERVICES FOR FISCAL YEAR 2022-23 AND ADOPT A RESOLUTION TO CERTIFY APPROVAL OF THE GOVERNING BOARD (Report of: Parks & Community Services)

**Recommendations:**

1. Authorize the submission of a Continued Funding Application for Child Care Development Program Funds from the California Department of Social Services for fiscal year 2022-23; and

2. Upon approval of the Continued Funding Application, authorize acceptance of child development program funds in the approved amount and any subsequent amendments for Fiscal Year (FY) 2022-23 from the California Department of Social Services for the purpose of providing school age child care and development services and authorize the Chief Financial Officer (CFO) to make minor modifications to the budget, based on the final contract amount (which could be more or less than estimated); and
3. Adopt Resolution No. CSD 2022-\_\_\_\_. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying approval of the governing board to enter into this transaction with the California Department of Social Services for providing child care and development services and to authorize designated personnel to sign contract documents for FY 2022-23.

### **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 - SPECIAL MEETING OF NOVEMBER 18, 2021 4:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- C.3. MINUTES - SPECIAL MEETING (CLOSED SESSION) OF NOVEMBER 18, 2021 5:00 PM (See A.3)

**Recommendation:** Approve as submitted.

- C.4. MINUTES - REGULAR MEETING OF DECEMBER 7, 2021 6:00 PM (See A.4)

**Recommendation:** Approve as submitted.

- C.5. APPROVAL OF RESOLUTIONS DECLARING HOUSING AUTHORITY OWNED PROPERTY IS DESIGNATED AS SURPLUS LAND AND NOT NECESSARY FOR THE AUTHORITY'S USE AT THIS TIME, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS IN CONFORMANCE WITH THE SURPLUS LAND ACT, CALIFORNIA GOVERNMENT CODE § 54221 (Report of: Financial & Management Services)

**Recommendations: That the City Council and Housing Authority:**

1. Adopt Resolution HA 2022-\_\_\_\_. A resolution of the City Council of the City of Moreno Valley, California, declaring pursuant to California Government Code § 54221 that the real property (APN 482-161-026) located north of Cottonwood Avenue on the east side of Indian Street is designated as surplus land and not necessary for the Authority's use at this time, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and taking related actions.
2. Adopt Resolution HA 2022-\_\_\_\_. A resolution of the City Council of the City of Moreno Valley, California, declaring pursuant to California Government Code § 54221 that the real property (APN 481-270-058) located on Eucalyptus Avenue east of Heacock Street is designated as surplus land and not necessary for the Authority's use at this time, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and taking related actions.

**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 - SPECIAL MEETING OF NOVEMBER 18, 2021 4:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- D.3. MINUTES - SPECIAL MEETING (CLOSED SESSION) OF NOVEMBER 18, 2021 5:00 PM (See A.3)

**Recommendation:** Approve as submitted.

- D.4. MINUTES - REGULAR MEETING OF DECEMBER 7, 2021 6:00 PM (See A.4)

**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 - SPECIAL MEETING OF NOVEMBER 18, 2021 4:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- E.3. MINUTES - SPECIAL MEETING (CLOSED SESSION) OF NOVEMBER 18, 2021 5:00 PM (See A.3)

**Recommendation:** Approve as submitted.

- E.4. MINUTES - REGULAR MEETING OF DECEMBER 7, 2021 6:00 PM (See A.4)

**Recommendation:** Approve as submitted.

## **F. PUBLIC HEARINGS**

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

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

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

**Recommendations: That the City Council:**

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bill of the parcel identified herein (Judith Flores, located at 24095 Sunnymead Blvd).
2. Direct the City Clerk to open and count the returned NPDES ballot;

3. Verify and accept the results of the mail ballot proceeding 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 Number as mentioned;
  4. Receive and file the Official Tally Sheet with the City Clerk's office.
- F.2. INTRODUCE AND CONDUCT THE FIRST READING OF AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 9 PLANNING AND ZONING INCLUDING CHAPTER 9.02 PERMITS AND APPROVALS, CHAPTER 9.03 RESIDENTIAL DISTRICTS, CHAPTER 9.05 INDUSTRIAL DISTRICTS, CHAPTER 9.07 SPECIAL DISTRICTS, CHAPTER 9.08 GENERAL DEVELOPMENT STANDARDS, CHAPTER 9.09 SPECIFIC USE DEVELOPMENT STANDARDS, CHAPTER 9.11 PARKING, PEDESTRIAN AND LOADING REQUIREMENTS, CHAPTER 9.14 LAND DIVISIONS, CHAPTER 9.15 DEFINITIONS, CHAPTER 9.16 DESIGN GUIDELINES, AND CHAPTER 9.17 LANDSCAPE AND WATER EFFICIENCY REQUIREMENTS (Report of: Community Development)

**Recommendations: That the City Council:**

1. Introduce and conduct the first reading of Ordinance No. XXX amending Sections 9.02.200, 9.02.230, 9.03.040, 9.03.050, 9.05.040, 9.07.080, 9.08.150, 9.08.260, 9.08.270, 9.08.280, 9.09.130, 9.11.040, 9.14.050, 9.15.030, 9.16.150, and 9.17.040 to Title 9 of the City of Moreno Valley Municipal Code to provide updates that comply with State requirements related to housing and housing production, streamline Code requirements to provide flexibility and clarity regarding existing requirements, and to streamline certain processes, and provide for other minor clarifications and clean-up items; and
2. Schedule the second reading and adoption of Ordinance No. XXX for the next regular Council meeting.

**G. GENERAL BUSINESS - NONE**

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

**I. REPORTS**

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

**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](http://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](http://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](http://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, MPA, CMC & CERA  
City Clerk

Date Posted: December 30, 2021

**TO:**

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** January 4, 2022

**TITLE:** RECOGNITION OF THE HOLIDAY HOME LIGHTING  
DISPLAY CONTEST WINNER FOR MOST SPIRITED

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**RECOMMENDED ACTION**


**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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

**APPROVALS**



**TO:**

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** January 4, 2022

**TITLE:** RECOGNITION OF THE HOLIDAY HOME LIGHTING  
DISPLAY CONTEST WINNER FOR THE CLARK  
GRISWOLD AWARD

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**RECOMMENDED ACTION**

**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**

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None

**APPROVALS**

**TO:**

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** January 4, 2022

**TITLE:** RECOGNITION OF THE HOLIDAY HOME LIGHTING  
DISPLAY CONTEST WINNER FOR BEST THEME

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**RECOMMENDED ACTION**


**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**

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None

**APPROVALS**

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

**SPECIAL MEETING – 4:00 PM**

**November 18, 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 4:04 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Gutierrez.

**ROLL CALL**

Council:	Edward A. Delgado	Council Member
	Dr. Yxstian A. Gutierrez	Mayor
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	D. LaDonna Jempson	Council Member

**INTRODUCTIONS**

Staff:	Pat Jacquez-Nares	City Clerk
	Steven Quintanilla	Interim City Attorney
	Mike Lee	City Manager
	Brian Mohan	Assistant City Manager/Chief Financial Officer/City Treasurer
	Ben Kim	Assistant City Manager Development Services

Minutes Acceptance: Minutes of Nov 18, 2021 4:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Manuel Mancha  
 Michael Lloyd  
 Jeremy Bubnick  
 Sam Morovich  
 Jesse Park

Community Development Director  
 Public Works Director/City Engineer  
 Parks & Community Services Director  
 Lt. Administration/Division Commander  
 Fire Chief

## PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

### Roy Bleckert

1. Urged the City Council to rescind the appointment of Council Member Jempson.
2. Requested the District 1 vacancy be filled with an election in April of 2022, in conjunction with the School Board election.
3. Indicated that the City Council's actions were motivated by political power.
4. Suggested that the recent issues were perpetuating a poor image of Moreno Valley.
5. Asked for the evaluation of Interim City Attorney Quintanilla to be heard openly.
6. Called on Council Members Cabrera and Marquez to name the people they refer to in their comments.

### Donovan Saadig

1. Commended staff for their hard work.
2. Reported that the District Attorney determined Council Member Jempson's appointment was a Brown Act violation.
3. Criticized Council Member Jempson.
4. Thanked Mayor Gutierrez for staying out of the issue.
5. Questioned Council Member Jempson's motives for wanting the District 1 seat.

### Ms. Lopez

1. Congratulated Council Member Elect Delgado.
2. Urged Council Members Cabrera and Marquez to do the right thing.

### Margie Yumul

1. Congratulated Council Member Elect Delgado.
2. Opposed the appointment of Council Member Jempson.
3. Criticized Council Member Cabrera.
4. Read a portion of an article from the California City News.
5. Called for a special election for District 1.

### Tom Thornsley

1. Congratulated Council Member Elect Delgado.
2. Expressed disappointment of the turnout for the District 2 election and Measure G was so low.
3. Urged the City Council to remedy the appointment of Council Member Jempson.
4. Questioned why the agenda didn't include options for filling the District 1 seat, expressed his expectation that it would be included on the next agenda.
5. Faulted City Clerk Jacquez-Nares, and Interim City Attorney Quintanilla for not ending the meeting on October 19th, due to a lack of quorum.
6. Recalled the appointment of Mayor Gutierrez in 2013.

- Persuaded the City Council to avoid the cost of a second election by appointing someone to District 1.

#### Bob Palomarez

- Accused Council Member Cabrera of lying.
- Alleged Council Member Jempson committed a crime.

#### Elena Santa Cruz

- Criticized Council Member Jempson.
- Noted that the District Attorney sent a letter to the City regarding the illegal appointment of Council Member Jempson.
- Condemned Council Members Cabrera and Marquez.
- Alleged that it is illegal for a Council Member to serve without compensation.
- Questioned whether District 1 discretionary funds had been disbursed.

#### JoAnn Stephan

- Congratulated Council Member Elect Delgado.
- Opposed the appointment of Council Member Jempson.
- Criticized Council Member Jempson.
- Urged the City Council to hold an election for District 1.

#### Tom Jerele, Sr.

- Congratulated Council Member Elect Delgado.
- Suggested that no City Council meetings occur until Council Member Elect Delgado is sworn in.
- Opposed the appointment of Council Member Jempson.
- Recounted the appointment of Mayor Gutierrez in 2013.

#### David Zeitz

- Questioned why the meeting was scheduled at 4:00 p.m.
- Congratulated Council Member Elect Delgado.
- Suggested that the three Council Members in office on October 19th vote, to determine the appointment of Council Member Jempson.
- Recalled the appointment of Mayor Gutierrez in 2013.
- Urged the City Council to resolve their disagreements and focus on City business.

#### Lindsay Robinson

- Welcomed Council Member Elect Delgado.
- Recounted the appointment of Mayor Gutierrez in 2013.
- Alleged that the City Council has committed Brown Act violations throughout the years.
- Opposed the appointment of Council Member Jempson.
- Claimed the City misled the public when they vouched for the health of Mayor Pro Tem Baca in September.

Mrs. McIntosh

1. Accused Council Member Cabrera of terrorizing and harassing City staff.
2. Critical of Council Members Marquez, Cabrera, and Jempson.
3. Claimed students wanted to protest in front of Council Member Marquez's home.
4. Disagreed with comments made by Council Member Cabrera.

Russell Shafer

1. Critical of Council Member Cabrera.
2. Disagreed with comments made by Council Member Cabrera.
3. Urged the City Council to rescind the appointment of Council Member Jempson.

Louise Palomarez

1. Critical of Council Members Cabrera, Marquez, and Jempson.
2. Claimed City Clerk Jacquez-Nares filed a harassment suit against Council Member Cabrera.
3. Accused Council Members Cabrera, Marquez, and Jempson of collusion.
4. Disagreed with comments made by Council Member Cabrera.

**A. BUSINESS**

- A.1. CERTIFICATION OF ELECTION RESULTS - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING PURSUANT TO SECTION 10262 (B) OF THE CALIFORNIA ELECTIONS CODE, THE RESULTS OF THE NOVEMBER 2, 2021, SPECIAL ELECTION FOR FILLING THE VACANCY OF THE DISTRICT 2 CITY COUNCIL SEAT, AS DULY PRESENTED TO THE CITY CLERK BY THE RIVERSIDE COUNTY REGISTRAR OF VOTERS (Report of: City Clerk)

City Clerk Jacquez-Nares provided the report.

Council Member Cabrera congratulated Council Member Elect Delgado. He moved to adjourn the meeting to immediately after the Closed Session.

Mayor Gutierrez stated that he called the Special Meeting to order and would not yet call the Closed Session Meeting to order until the end of the current meeting.

Council Member Cabrera explained that there was a motion on the floor to adjourn the meeting and asked for a second and a vote.

City Attorney Quintanilla affirmed that Mayor Gutierrez has the duty and the right to call Special Meetings to order and that he can defer calling the next Special Meeting to order in order to finish the current meeting.

Mayor Gutierrez clarified that the certification was a mandamus action and that previous courts had ruled that the results must be accepted.

Council Member Cabrera remarked that the process was ministerial and expressed his hope that Council Member Elect Delgado would have the opportunity to be sworn in before his family and friends. He indicated his eagerness to work with Council Member Elect Delgado.

Mayor Gutierrez reported that the election results were certified at 12:37 p.m. by the Riverside County Registrar of Voters and that Council Member Delgado was already sworn-in.

**Recommendation: That the City Council:**

1. Adopt Resolution No. 2021-71 of the City Council of the City of Moreno Valley, California, reciting the fact of the General Municipal Election held on November 2, 2021, declaring the results and such other matters as provided by law.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor
<b>SECONDER:</b>	Ulises Cabrera, Council Member
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

Council Member Delgado was administered the oath by City Clerk Jacquez-Nares.

Council Member Delgado took his seat on the dais.

- A.2. RESCISSION OF BROWN ACT COMMITMENT - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CURING AND CORRECTING, PURSUANT TO SECTIONS 54960, 54960.1 AND 54960.2 OF THE CALIFORNIA GOVERNMENT CODE, THE ALLEGED BROWN ACT VIOLATIONS DESCRIBED IN THE LETTER, DATED OCTOBER 22, 2021, RECEIVED FROM CALIFORNIANS AWARE (Report of: City Attorney)

Council Member Jempson recused herself at 4:54 p.m.

Interim City Attorney Quintanilla provided the report.

Mayor Gutierrez remarked that as Council Member Delgado was having technical issues, the City Council would take a voice vote for the remaining items.

Mayor Gutierrez asked Interim City Attorney Quintanilla to read the portion of the District Attorney's letter that included a legal analysis.

Interim City Attorney Quintanilla read the District Attorney's letter.

Council Member Cabrera asked how many affirmative votes are required for resolutions.

Interim City Attorney Quintanilla stated three are required.

Council Member Cabrera explained the cure and correct is necessary. He mentioned that prior to the meeting he was emailed a copy of the District Attorney's letter. He asserted that if the appointment of Council Member Jempson is rescinded, the City Council should make an appointment to fill the District 1 seat. He asked for confirmation of the term dates of an appointment versus an election.

City Clerk Jacquez-Nares remarked that an appointee would serve until November 2022, while an elected Council Member would be in office until December 2024.

Council Member Cabrera repeated his desire to fill the District 1 vacancy by appointment. He recalled the attempt the City Council made to appoint someone to fill the vacancy left by the untimely passing of Dr. Carla Thornton. He explained that he wasn't allowed to interview the sixteen applicants, which he found to be objectionable. He reiterated his preference for an appointment with required applications and open and public interviews. In an effort to be transparent, he reasoned, a public forum would be ideal. Should there be no consensus, he declared, the vacancy would be filled by a special election. He expressed his concern regarding the absent attachments, mentioned in one of the staff reports, for items A.2 and A.3. As clarified to him by Interim City Attorney Quintanilla, he explained that the prevailing party in any potential lawsuit would be awarded their attorney fees. He stated the City needs to reposition itself in order to avoid that situation. He questioned why the meeting was scheduled for 4:00 p.m. and not 6:00 p.m. as a majority of residents commute. He queried what the consequences would be if the City went past the thirty day limit to cure and correct the alleged Brown Act violation.

Interim City Attorney Quintanilla explained if the cure and correct is adopted after the 30 day period, the petitioners of the lawsuit will be designated the prevailing party and the City would be liable for their attorney's fees.

Council Member Cabrera asked if attorney fees would include meetings, and correspondence up to the point of the correction.

Interim City Attorney Quintanilla responded in the affirmative and included court fees.

Council Member Cabrera remarked that two days prior he requested and received no support for a special meeting to not only take action on the cure and correct, but to also allow for a transparent appointment process. Although, he affirmed his support for the cure and correct, he felt the lack of instruction for filling the vacancy was problematic. He suggested the City wait to adopt the cure and correct until the guarantee of an open appointment is met.

Mayor Gutierrez asked Interim City Attorney Quintanilla what would occur if the City passed the thirty-day deadline.



Interim City Attorney Quintanilla stated there would be a lawsuit filed against the City and other potential lawsuits filed against individual Council Members. He explained that could include discovery, depositions, subpoenas, hearings, and a trial.

Council Member Marquez concurred with Council Member Cabrera. He reasoned that the person who is appointed to the District 1 vacancy would only serve until November 2022. He stated, "Who cares if it was a Brown Act Violation." He further opined that regardless of whether or not a Brown Act violation occurred the best course of action would be an appointment, as it would save the City money. He alleged that various criminal acts have occurred during the six years he served as a Council Member. He accused some of the detractors of having personal agendas.

Council Member Cabrera remarked that the audience interruptions continue and reminded Mayor Gutierrez that he has a duty to ensure decorum and does have the authority to remove people from the Council Chamber.

Mayor Gutierrez stated he was issuing them warnings.

Council Member Delgado explained the appointment left him both embarrassed and more motivated to serve. He acknowledged the difficulty it is to get elected. He expressed the necessity of the cure and correct. He confirmed that there was currently no remedy for filling the District 1 vacancy, but could be in the future should the City Council deem it necessary. He expressed his desire to see an end to the rhetoric and agreed with a previous speaker who called for the City to return to normal business. He expressed his feeling that the entire City Council agrees on the necessity of the cure and correct.

Interim City Attorney asked City Clerk Jacquez-Nares to read the name of the adopted resolution.

City Clerk Jacquez-Nares read the resolution's title, Approve and adopt a resolution of the City Council of the City of Moreno Valley, California curing and correcting pursuant to sections 54960, 54960.1, and 54960.2 of the California Government Code the alleged Brown Act violations described in the letter dated October 22, 2021 received from Californians Aware.

**Recommendation: That the City Council:**

1. Approve and Adopt a Resolution of the City Council of the City of Moreno Valley, California, Curing and Correcting, pursuant to Sections 54960, 54960.1 and 54960.2 of the California Government Code, the alleged Brown Act violations described in the letter, dated October 22, 2021, received from Californians Aware.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Ed Delgado, Council Member  
**SECONDER:** Dr. Yxstian A. Gutierrez, Mayor  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

- A.3. RESCISSION OF BROWN ACT COMMITMENT - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CURING AND CORRECTING, PURSUANT TO SECTIONS 54960, 54960.1 AND 54960.2 OF THE CALIFORNIA GOVERNMENT CODE, THE ALLEGED BROWN ACT VIOLATIONS DESCRIBED IN THE LETTER, DATED OCTOBER 22, 2021, RECEIVED FROM ROBERT PALOMAREZ (Report of: City Attorney)

Mayor Gutierrez asked if a vote was necessary, as this is identical to item number A.2.

Interim City Attorney Quintanilla answered in the affirmative.

Council Member Marquez asked if discussion was necessary.

Mayor Gutierrez remarked it was up to the City Council.

Council Members Marquez, Cabrera, and Delgado agreed no discussion was necessary.

City Clerk Jacquez-Nares read the resolution's title, Approve and adopt resolution of the City Council of the City of Moreno Valley, California curing and correcting pursuant to sections 54960, 54960.1, and 54960.2 of the California Government Code the alleged Brown Act violations described in the letter dated October 22, 2021 received from Robert Palomarez.

**Recommendation: That the City Council:**

1. Approve and Adopt a Resolution of the City Council of the City of Moreno Valley, California, Curing and Correcting, pursuant to Sections 54960, 54960.1 and 54960.2 of the California Government Code, the alleged Brown Act violations described in the letter, dated October 22, 2021, received from Robert Palomarez.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Ed Delgado, Council Member  
**SECONDER:** Dr. Yxstian A. Gutierrez, Mayor  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

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

Council Member Delgado

1. Expressed gratitude for those that assisted with his campaign.
2. Indicated he wasn't motivated by money or power, but simply a will to serve.
3. Discussed his understanding of the responsibility associated with representing the residents of District 2.
4. Assured residents that his decisions would be educated and thought out versus emotional.
5. Validated the concerns of District 2 residents, which he believed could be addressed, if the City Council worked together.
6. Asked that the current issues be dealt with, while maintaining respect and dignity.
7. Thanked the City Council for their work and sacrifice.
8. Expressed his desire to conduct normal City business.
9. Indicated his wish for the City Council to work collectively.
10. Expressed his excitement to serve.
11. Guaranteed he would treat City staff with respect.
12. Purported to have stayed true to himself his entire professional and personal life.
13. Committed to Lindsay Robinson that he would act with dignity, respect, and integrity.
14. Charged residents with holding him accountable.

Interim City Attorney Quintanilla announced that at the time the resolutions were adopted to cure and correct the action formally removed LaDonna Jempson from the City Council.

Council Member Marquez questioned why the City Council was being informed of this after the fact, stating the question was posed to Interim City Attorney Quintanilla prior to the vote in which he advised that the only person who could remove LaDonna Jempson was the Attorney General.

Interim City Attorney Quintanilla remarked that issues being discussed are reserved for Closed Session. Furthermore he stated that the outcome of the vote was in the staff report and spelled out in the resolution.

Council Member Cabrera asked if a member of the City Council would have the option to change their vote.

Interim City Attorney Quintanilla explained a motion for reconsideration requires somebody from the majority to make that motion and requires three affirmative votes.

Council Member Cabrera confirmed he and Council Member Marquez were told that the only way to remove a sitting elected official from their seat was through a quo warranto.

Interim City Attorney Quintanilla noted that was discussed in Closed Session and cautioned Council Member Cabrera against disclosing those items.

Council Member Cabrera remarked he researched the item himself. He noted there is precedent and expressed his hope that the threat of litigation is finally over.

## ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:42 p.m.

Submitted by:

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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:

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

**SPECIAL MEETING (CLOSED SESSION) – 5:00 PM**

**November 18, 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 5:48 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
	Edward A. Delgado	Council Member

**PUBLIC COMMENTS ON MATTERS ON THE SPECIAL MEETING AGENDA**

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only.

Elena Santa Cruz

1. Critical of Council Members Cabrera and Marquez.
2. Expressed support for Interim City Attorney Quintanilla.
3. Threatened to recall Council Member Marquez.

Donovan Saadiq

1. Critical of Council Members Marquez and Cabrera.
2. Expressed support for Interim City Attorney Quintanilla.

Minutes Acceptance: Minutes of Nov 18, 2021 5:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Bob Palomarez

1. Accused Council Member Cabrera of having a personal agenda.
2. Expressed support for Interim City Attorney Quintanilla.
3. Critical of Council Member Cabrera.

Mrs. McIntosh

1. Critical of Council Member Cabrera.
2. Expressed support for Interim City Attorney Quintanilla.

JoAnn Stephan

1. Expressed support for Interim City Attorney Quintanilla.
2. Critical of Council Members Cabrera and Marquez.
3. Indicated her belief that a lawsuit would ensue should Interim City Attorney Quintanilla be fired.
4. Praised Council Member Delgado.

Tom Jerele

1. Congratulated Council Member Delgado.
2. Commended Interim City Attorney Quintanilla.
3. Accused Council Members Marquez and Cabrera of committing a power grab.
4. Mentioned the action City Clerk Jacquez-Nares has against the City.

Louise Palomarez

1. Expressed support for Interim City Attorney Quintanilla.
2. Critical of Council Members Cabrera and Marquez.
3. Indicated her belief that a lawsuit would ensue should Interim City Attorney Quintanilla be fired.

There being no more members of the public to come forward to speak, he closed the public comments.

**CLOSED SESSION**

Interim City Attorney Quintanilla announced that the City Council would recess to Closed Session to discuss the items as listed on the agenda.

The Closed Session will be held pursuant to Government Code:

- 1 Government Code § 54954.5  
Public Employee Appointment  
Public Employee Title: Interim City Attorney
- 2 Government Code § 54954.5  
Public Employee Performance Evaluation  
Public Employee Title: Interim City Attorney

3 Government Code § 54954.5

Public Employee Discipline/Dismissal/Release  
Public Employee Title: Interim City Attorney

Mayor Gutierrez recessed the City Council to the City Manager's Conference Room for their Closed Session at 6:06 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 7:09 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 7:10 p.m.

Submitted by:

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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:

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



**MINUTES  
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY  
December 7, 2021**

**Minutes Acceptance: Minutes of Dec 7, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)**

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

**REGULAR MEETING – 6:00 PM**

**December 7, 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 6:02 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.

**INVOCATION**

Cheri Roahdes, Bahai' Faith

**ROLL CALL**

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

**INTRODUCTIONS**

Staff:	Pat Jacquez-Nares	City Clerk
	Steven Quintanilla	Interim City Attorney
	Mike Lee	City Manager
	Brian Mohan	Assistant City Manager, Chief Financial Officer, City Treasurer

Minutes Acceptance: Minutes of Dec 7, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Ben Kim	Assistant City Manager, Development Services
Manuel Mancha	Community Development Director
Michael Lloyd	Public Works Director/City Engineer
Jeremy Bubnick	Parks & Community Services Director
Sam Morovich	Lieutenant Administration/Division Commander
Jesse Park	Fire Chief

Mayor Gutierrez announced staff requested that agenda item number A.14 be pulled from this agenda and placed on a future meeting agenda.

F.1. PAA21-0001 Moreno Valley Trade Center Appeal (Report of: Community Development)

Community Development Director Mancha provided the report.

David Slawson, President of Winchester Associates highlighted the mitigation measures and benefits proposed by the developer.

Mayor Gutierrez thanked the audience for being respectful.

John Grace, Vice President of Development with Hillwood Properties, discussed the key benefits associated with the project. He introduced two brand new conditions of approval. The first involves limiting the impact of back up gongs or beepers on many of the trucks, while the second one concerns the installation of insulation or sound dampening materials on the inside of the screen wall.

Interim City Attorney Quintanilla read the conditions, which are as follow:  
 1. To reduce noise associated with the use of backup alarms, either ambient-sensitive self-adjusting backup alarms or manually adjustable alarms shall be used on all equipment in use on the southern project boundary that requires a backup alarm. Ambient-sensitive self-adjusting backup alarms increase or decrease their volume based on background noise levels. The alarm self-adjusts to produce a tone that is readily noticeable over ambient noise levels (a minimum increment of 5 decibels is typically readily noticeable).  
 2. Prior to issuance of a certificate of occupancy, Applicant shall install sound insulation along the inside of the existing southern screen wall.

John Grace summarized the sustainability efforts presented by the developer.

Mayor Gutierrez thanked the public and John Grace for attending the meeting. Mayor Gutierrez asked about the setback requirement for a project of this size, and if any projects exceed the proposed setback. He also asked if any LEED Silver certified buildings are found within the City, besides the Skechers building.

Community Development Director Mancha explained the parking area setback requirement of twenty feet. He stated the project more than exceeds the requirement. Community Development Director Mancha affirmed the city had an existing site that was over a hundred fifty feet and was LEED certified the Skechers site.

Mayor Gutierrez asked what the impetus was for the proposed new windows.

John Grace explained the decision was not driven by CEQA, but as an overture to the residents.

Mayor Gutierrez noted the agenda packet included a letter of support from Dr. Kedziora, Superintendent of Moreno Valley Unified School District.

John Grace stated meeting Dr. Kedziora and establishing a great relationship.

Council Member Marquez remarked his initial assessment of the project was favorable. He noted a previous warehouse project had promised and failed to prevent noise and truck traffic from affecting nearby residences.

John Grace explained mitigation measures are in place to address any noise they are creating. He reiterated the existing ambient noise would be attenuated with the addition of the trees and concrete.

Council Member Marquez asked if a tenant had been secured and how backup alarms would be limited if OSHA required them.

John Grace assured him he had no qualms about acquiring a tenant once the entitlements have been issued and noted alternatives to backup alarms are allowed for vehicles.

Council Member Marquez clarified whether OSHA requires backup alarms for material handling equipment.

John Grace stated options are available, but confessed he wasn't knowledgeable about the backup alarm requirements.

Council Member Marquez explained that his main concern with the project is the noise as he receives frequent complaints from residents who reside near warehouses.

Council Member Delgado requested clarification on the truck routes.

John Grace clarified trucks would traverse South on Redlands.

Council Member Cabrera thanked John Grace and his staff for their presentation. He expressed his concern that trucks would inundate the

Redlands Boulevard exit and asked how the overflow would be handled.

John Grace emphasized the traffic would come in and stack in the South corner drive aisle as well as on the East side drive aisle, but the intent is to bring most of the traffic off of Eucalyptus.

Council Member Cabrera inquired as to the possible expansion of Redlands Boulevard.

John Grace confirmed two lanes and a median would be improved along the project's frontage.

Council Member Cabrera asked about the width of the landscaping buffer and tree heights.

John Grace emphasized there will be two staggered landscape buffers anywhere from twenty feet to thirty feet wide with trees ranging from fifteen to twenty feet wide, achieving full maturity within five years.

Council Member Cabrera inquired as to their willingness to make additional accommodations regarding the landscaping.

John Grace responded in the affirmative.

Council Member Cabrera explained he conducted research and found trees and shrubs are the best options to hamper sound. He asked how much noise the landscaping buffers were purported to reduce and whether the fourteen - foot high wall should be increased.

Bill Lawson of Urban Crossroads explained the soft terrain, fourteen-foot high wall, and the setback were designed to reduce noise. He noted that increasing the height of the wall would have a marginal effect on noise.

Council Member Cabrera commented he noticed on the staff report the pad of the industrial building would be higher than Encelia Avenue. He questioned how it would affect the noise. He explained that he lives near the noisy P&G warehouse, which did not incorporate any noise mitigation measures. He asked if it was the developer's intent to obtain LEED Silver certification, whether they planned to fully repave the roads and clarification on the two conditions mentioned at the beginning of their presentation.

John Grace indicated their commitment to qualify and pursue LEED certification and confirmed roadway improvements would include repaving and slurry coats subject to the City Engineer's decision.

Bill Lawson discussed the additional mitigation measures.

Mayor Gutierrez opened the Public Hearing at 7:11 p.m.

**Recommendation:**

1. That the City Council consider the Appeal filed by MVTC, LLC, (the “Appellant”) appealing the Planning Commission’s denial of the Appellant’s application for a General Plan Amendment to develop a warehouse and logistics center on approximately 80 acres located south of Eucalyptus Avenue, north of Encelia Avenue, east of Quincy Street, and west of Redlands Boulevard and take any action the City Council deems appropriate

The following twenty-seven speakers spoke in support of Item No. F.1.: Bob Palomarez, Devon Dourseou, Alex Zamora, Richard Licerio, Jose Radillo, Elliot Diaz, Jason Lowe, Eric Esque, Karina Sical, Art Chavoya, Mike Sotomayor, Julio Flores, Jack Huggins, Ralph Velador, Steven Dourseau, Bill Quisenberry, Al Sanchez, Ricardo Zuniga, Kendra Scott, Jose Garcia, Jayson Baiz, Juan Munoz, Mike Day, Tom Jerele Sr., Roy Bleckert, Omar Cobian, and Don Martin.

The following twenty-five speakers spoke in opposition of Item No. F.1.: Jillian Flores, Nathaly Ortiz, Jeff Sims, Lindsay Robinson, Joe Bunker, Tom Thornsley, Sharilyn Bankole, David Zeitz, Susan Zeitz, Antonio Huggins, Richard Moreno, Brian Jackson, Darric Williams, Fred Banuelos, Don McNicholas, Arlene Sims, Eugene Wright, Gabriela Mendez, Emma Pacheco, Joaquin Castallejos, Ana Gonzalez, Janet Bernabe, Donovan Saadiq, Adam Barela, Tom Hyatt.

Mayor Gutierrez recessed the meeting at 7:56 p.m.

Mayor Gutierrez reconvened the meeting at 8:05 p.m.

Mayor Gutierrez requested clarity on the filtration devices.

Community Development Director Mancha remarked the filtration is primarily for the dust during construction.

Mayor Gutierrez recessed the meeting at 8:53 p.m.

Mayor Gutierrez reconvened the meeting at 8:58 p.m.

John Grace submitted the supporter cards to City Clerk Jacquez-Nares and addressed comments made by the public.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 9:02 p.m.

Council Member Marquez praised the project but asked when the City would cease approving warehouses in residential areas. He recalled his membership to the Teamsters Local 951 as well as his past career repairing equipment in warehouses. He remarked on the difficulty of the decision.

Council Member Delgado stated Hillwood's proposal has exceeded expectations. He indicated the project would be better suited in a different area. He remarked the City does not require a moratorium on warehouses. He recalled his youth and his mom's employment at a distribution center. He expressed he would fully support the project if it were located elsewhere.

Council Member Cabrera thanked everyone who shared their thoughts on the project. He explained the decision was difficult. He agreed that good paying jobs are necessary. He added that the issue lies in determining whether the economic benefits outweigh all of the negative impacts. He expressed his respect for the union members. He acknowledged the extensive work performed by Hillwood to mitigate a lot of the negative issues, but explained the location is the crux of the issue. He expressed his desire that there were no docks or truck parking on the South side of the project.

Mayor Gutierrez thanked the public for attending the meeting. He thanked Hillwood for their dedication to addressing the resident's environmental concerns. He remarked that they have gone above and beyond any other company that has developed an industrial project. He explained the jobs offered would provide living wages, and also understood the resident's concerns. He noted the power washing and filtration systems has nothing to do with the actual project. He expressed his pro-growth, pro-development stance, but as he did not see any support for the project, he asked the City Council for a continuance.

Interim City Attorney asked if Mayor Gutierrez was suggesting the item be continued to a date certain.

Mayor Gutierrez replied it could be continued to a date uncertain.

Council Member Cabrera expressed his support for the motion.

<b>RESULT:</b>	<b>CONTINUED [3 TO 1]</b>	<b>Next: 4/19/2022 6:00 PM</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor	
<b>SECONDER:</b>	Ulises Cabrera, Council Member	
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, Ulises Cabrera	
<b>NAYS:</b>	David Marquez	

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

Tom Thornsley

1. Expressed his anger at the City Council for not denying the Hillwood project.
2. He claimed the City Council was lied to by the developer when they purported to have received a play book from the Sierra Club.
3. He was disappointed that documents related to a project going before the Planning Commission were not made available on the City's website.

City Manager Lee stated the information was made available on a flash drive, as is standard protocol, but as the requester was unable to retrieve it, every effort was made to email him the information.

David Zeitz

1. Apologized for his actions at the last City Council meeting.
2. Expressed the need for dignity and control during the City Council meetings.
3. Chastised Mayor Gutierrez for allowing the interruptions.
4. Commended Mayor Gutierrez for ensuring public speakers stayed on topic, which hadn't been done in a while.
5. Indicated his disappointment for the continuation of the Hillwood project.

Mayor Gutierrez remarked that he is prevented from censoring public speakers.

Elmer Thomas

1. Called for the resignation of Council Members Marquez and Cabrera.
2. Critical of Council Member Marquez.

Linda Thomas

1. Accused Council Member Marquez of verbal abuse.
2. Called for the resignation of Council Member Marquez.
3. Critical of Council Member Marquez.

Bob Palomarez

1. Praised Council Member Delgado.
2. Asked Mayor Gutierrez to adjourn the meeting in memory of Pearl Harbor.
3. Commended Police and Firefighters.

Tom Jerele Sr.

1. Praised the City Council for postponing the Hillwood project.
2. Recounted the difficulties developers faced in the early days of the City.
3. Wished everyone Merry Christmas.
4. Thanked staff for organizing the recent public events.

Roy Bleckert

1. Remembered those lost at Pearl Harbor.
2. Called for the resignation of Council Members Cabrera and Marquez.



Elena Santa Cruz

- 1. Reported that a group of voters protested and demanded the removal of Council Members Cabrera and Marquez.
- 2. Critical of Council Member Marquez.
- 3. Accused Council Member Cabrera of misappropriation of his campaign funds.

David Lara Tellez

- 1. Apologized to staff for recent events.
- 2. Critical of Council Member Marquez.
- 3. Called for the resignation of Council Member Marquez.

Louise Palomarez

- 1. Critical of Council Members Cabrera and Marquez.
- 2. Accused Council Member Marquez of destroying jobs.
- 3. Wished everyone a Merry Christmas.

Donovan Saadiq

- 1. Thanked staff for installing a bench at Adrienne Mitchell Park.
- 2. Accused Council Member Cabrera of misappropriating campaign funds.
- 3. Praised community members for removing former Council Member Jempson.
- 4. Expressed support for the removal of Council Members Cabrera and Marquez.
- 5. Indicated his support for an election for the District 1 vacancy.
- 6. Critical of Council Member Marquez.

Russell Shafer

- 1. Critical of Council Members Marquez and Cabrera.
- 2. Called for the resignation of Council Member Marquez.
- 3. Accused Council Member Cabrera of misappropriation of campaign funds.

JoAnn Stephan

- 1. Critical of Council Members Marquez and Cabrera.
- 2. Expressed support for the Hillwood project.

JOINT CONSENT CALENDARS (SECTIONS A-E)

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** David Marquez, Council Member  
**SECONDER:** Ulises Cabrera, Council Member  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, 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 - Special Meeting - Oct 27, 2021 6:00 PM

**Recommendation:** Approve as submitted.

A.3. City Council - Closed Session - Nov 16, 2021 5:00 PM

**Recommendation:** Approve as submitted.

A.4. City Council - Regular Meeting - Nov 16, 2021 6:00 PM

**Recommendation:** Approve as submitted.

A.5. RESOLUTION CERTIFYING PURSUANT TO SECTION 10262 (B) OF THE CALIFORNIA ELECTIONS CODE, THE RESULTS OF THE NOVEMBER 2, 2021, SPECIAL ELECTION FOR THE BALLOT MEASURE G (RESO. NO. 2021-74) (Report of: City Clerk)

**Recommendations: That the City Council:**

1. Adopt the resolution certifying pursuant to Section 10262 (b) of the California Elections Code, the results of the November 2, 2021, Special Election for the ballot Measure G.

A.6. 2022 CITY COUNCIL COMMISSION, BOARD, AND INTER-AGENCY APPOINTMENTS (Report of: City Clerk)

Mayor Gutierrez moved the item to December 21, 2021 and asked City Clerk Jacquez-Nares to email each Council Member to determine which committees they would like to serve on.

**Recommendation: That the City Council:**

1. Ratify the appointments to the various committees and regional bodies as noted on the 2022 Council Committee Participation List – terms end December 31, 2022.

A.7. NOTICE OF CESSATION OF SPECIAL TAX LIEN FOR COMMUNITY FACILITIES DISTRICT 87-1 (TOWNGATE) (RESO. NO. 2021-75) (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution No. 2021-75. A Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of City of Moreno Valley Towngate Community Facilities District No. 87-1, Determining that the Special Tax of Said Community Facilities District Shall Cease to be Levied, Authorizing and Directing the Recordation of a Notice of Cessation of Special Tax and Taking Certain Other Actions in Connection Therewith

- A.8. CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE - ANNEXATION NO. 2021-04 (RESO. NO. 2021-76) (Report of: Financial & Management Services)

Acting as the legislative body of Community Facilities District No. 4-Maintenance, adopt Resolution No. 2021-76, a Resolution of the City Council of the City of Moreno Valley, California, Certifying the Results of an Election and Adding Property to such Community Facilities District. (Annexation No. 20121-04) (Alessandro Industrial No. 14 LP, located on the south side of Alessandro Blvd., west of Heacock St.).

- A.9. PURSUANT TO A LANDOWNER PETITION, ANNEX CERTAIN PARCEL(S) INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NO. 61 AND 62 (RESO. NOS. 2021-77 AND 2021-78) (Report of: Financial & Management Services)

**Recommendations:**

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2021-77, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 61) (Ada Velis Iglesias de Turcios, located on the north side of Angella Way, east of Indian St.).
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2021-78, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 62) (Alessandro Industrial No. 14 LP, located on the south side of Alessandro Blvd., west of Heacock St.).

- A.10. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2021 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Quarterly Investment Report for quarter ended September 30, 2021, in compliance with the City's Investment Policy.

A.11. AUTHORIZE THE EXPANSION OF THE WI-FI GARDEN PROGRAM UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) FUNDS (Report of: Financial & Management Services)

Council Member Cabrera announced the availability of Wi-Fi gardens and highlighted the programs expansion.

City Manager Lee reported the Wi-Fi garden map and other components of the CLIC digital inclusivity program could be found at [www.moval.org/clic](http://www.moval.org/clic).

**Recommendations:**

1. Approve the expansion of the Wi-Fi Garden Program to provide free Wi-Fi in locations throughout the City.
2. Approve the use of CDBG-CV funds for this program as outlined in the Fiscal Impact section of this report.
3. Authorize the Purchasing & Sustainability Division Manager to purchase the materials, supplies, contractors, and services necessary to expand the Wi-Fi Garden Program within the expenditures outlined in the Fiscal Impact section and compliant with both the City's Purchasing Ordinance (No. 587) and the current Procurement Procedures Manual.

A.12. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023 (ROPS 22-23) (RESO. NO. SA 2021-04) (Report of: Financial & Management Services)

**Recommendations: That the City Council as Successor Agency:**

1. Adopt Resolution No. SA 2021-04. A Resolution of the City Council of the City of Moreno Valley, California, serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Recognized Obligation Payment Schedule and Administrative Budget for the Period of July 1, 2022 through June 30, 2023 (ROPS 22-23), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications Thereto.
2. Authorize the City Manager acting for the Successor Agency or his Designee to make modifications to the Schedule.

3. Authorize the transmittal of the ROPS 22-23, for the period of July 1, 2022 through June 30, 2023 (“Exhibit A”), including Administrative Budget (“Exhibit B”) for the said period, to the Countywide Oversight Board for County of Riverside for review and approval.

A.13. AWARD OF AN INDEPENDENT CONTRACT AGREEMENT FOR RENTAL AND SERVICE OF PORTABLE TOILETS (AGMT. NO. CSD 2021-90) (Report of: Parks & Community Services)

**Recommendations:**

1. Award a professional services agreement to Diamond Environmental Services LP, and authorize and execute a contract with Diamond Environmental Services LP, in the amount of \$157,160.35, for a five-year contract term; and
2. Authorize the City Manager, or designee, to execute all necessary documents to implement the Agreement, and extend the Agreement for a five-year term; and
3. Authorize contingency in the amount of \$7,000 per year, total contingency over five-year term of up to \$35,000 for additional rental and service that may arise during the term of the agreement; and
4. Authorize the Parks and Community Services Director to execute any subsequent change orders to, agreement, but not exceeding the total, subject to the approval of the City Attorney.

**ITEM A.14. WAS REMOVED FROM THE AGENDA PER STAFF’S REQUEST.**

A.14. ADOPT RESOLUTION NO. 2021-XX, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE 2022 WILDFIRE MITIGATION PLAN FOR MORENO VALLEY UTILITY (Report of: Public Works)

**Recommendation:**

1. Adopt Resolution No. 2021-XX, a Resolution of the City Council of the City of Moreno Valley, California, to adopt the Annual Wildfire Mitigation Plan.

- A.15. APPROVE ADDITIONAL FUNDING FOR COVID-19 UTILITY ASSISTANCE PROGRAM, APPROVE CONTINUATION OF SUSPENSION OF LATE FEES AND DISCONNECTS, AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY TO CONFIRM THE ELECTRIC RATES AND RULES FOR MORENO VALLEY UTILITY (MVU) (RESO. NO. 2021-79) (Report of: Public Works)

Council Member Cabrera highlighted the allocation to continue the program.

**Recommendations:**

1. Approve an additional budget allocation of \$300,000 for the COVID-19 Utility Assistance Program;
  2. Approve an Electric Vehicle Discount Program providing a \$0.05 per kWh discount on electric bills for electric vehicle owners;
  3. Approve suspension of late fees and disconnects for non-payment until the Emergency Resolution is lifted by the City; and
  4. Approve Resolution 2021-79. A Resolution of the City Council of the City of Moreno Valley, California, to confirm the Electric Rates and Rules for Moreno Valley Utility (MVU) as currently required by increased energy costs, operating costs, operating agreements, and City resolution.
- A.16. PEN20-0037 (PM 37478) – APPROVE PARCEL MAP 37478 LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND REBECCA STREET. DEVELOPER: ALESSANDRO INDUSTRIAL NO. 14 LP (Report of: Public Works)

**Recommendations:**

1. Approve Parcel Map 37478.
  2. Authorize the City Clerk to sign the map and transmit said map to the Riverside County Recorder's Office for recordation.
- A.17. PEN21-0135 (PM 38112) - APPROVE PARCEL MAP 38112 LOCATED AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND IRIS AVENUE DEVELOPER: THE LYNCH GROUP, INC. (Report of: Public Works)

**Recommendations:**

1. Approve Parcel Map 38112.
2. Authorize the City Clerk to sign the map and transmit said map to the Riverside County Recorder's Office for recordation.

- A.18. PM 9184 AND PM 12374 - ADOPT RESOLUTION NO. 2021-80 ACCEPTING PUBLIC RIGHT OF WAY FOR PORTIONS OF ANGELLA WAY AND BAY AVENUE (RESO. NO. 2021-80) (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution 2021-80. A Resolution of the City Council of the City of Moreno Valley, California, Accepting Dedication of Easements over Certain Property for Public Right of Way Purposes for Portions of Bay Avenue east of Nason Street and Angella Way east of Indian Street.
2. Direct the City Clerk to certify the acceptance of said dedication and cause said certification to be recorded in the Office of the Recorder of the County of Riverside together with said Resolution.

- A.19. PEN20-0099 (PM 37920) – APPROVE PARCEL MAP 37920 LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BLVD AND GRAHAM STREET. OWNER: GRAHAM SQUARE, LLC (Report of: Public Works)

**Recommendations:**

1. Approve Parcel Map 37920.
2. Authorize the City Clerk to sign the map and transmit said map to the Riverside County Recorder's Office for recordation.

**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 - SPECIAL MEETING OF OCTOBER 27, 2021 6:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- B.3. MINUTES - CLOSED SESSION OF NOVEMBER 16, 2021 5:00 PM (See A.3)

**Recommendation:** Approve as submitted.

- B.4. MINUTES - REGULAR MEETING OF NOVEMBER 16, 2021 6:00 PM (See A.4)

**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 - SPECIAL MEETING OF OCTOBER 27, 2021 6:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- C.3. MINUTES - CLOSED SESSION OF NOVEMBER 16, 2021 5:00 PM (See A.3)

**Recommendation:** Approve as submitted.

- C.4. MINUTES - REGULAR MEETING OF NOVEMBER 16, 2021 6:00 PM (See A.4)

**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 - SPECIAL MEETING OF OCTOBER 27, 2021 6:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- D.3. MINUTES - CLOSED SESSION OF NOVEMBER 16, 2021 5:00 PM (See A.3)

**Recommendation:** Approve as submitted.

- D.4. MINUTES - REGULAR MEETING OF NOVEMBER 16, 2021 6:00 PM (See A.4)

**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 - SPECIAL MEETING OF OCTOBER 27, 2021 6:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- E.3. MINUTES - CLOSED SESSION OF NOVEMBER 16, 2021 5:00 PM (See A.3)

**Recommendation:** Approve as submitted.

- E.4. MINUTES - REGULAR MEETING OF NOVEMBER 16, 2021 6:00 PM (See A.4)

**Recommendation:** Approve as submitted.

## F. PUBLIC HEARINGS

- F.1. PUBLIC HEARING ITEM NO. F.1 WAS TAKEN OUT OF ORDER AND MOVED TO THE FIRST ITEM ON THE AGENDA

- F.2. PUBLIC HEARING ON THE ANNEXATION OF CERTAIN PARCELS TO COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS MAINTENANCE) (RESO. NOS. CSD 2021-38 - CSD 2021-49) (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan provided the report.

Mayor Gutierrez opened the Public Hearing at 9:56 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 9:56 p.m.

City Clerk Jacquez-Nares proceeded to open the ballots and announce the votes.

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan noted the annexation numbers City Clerk Jacquez-Nares was referring to is a table found in the staff report and annexations 5-11 have been approved.

**Recommendations: That the CSD:**

1. Conduct the Public Hearing on the proposed annexations into Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance).
2. Adopt Resolution No. CSD 2021-38, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Submitting to the Landowners of Territory Proposed for Annexation to Community Facilities District No. 2021-01 (Parks Maintenance) the Question of the Levy of a Special Tax Within Such Territory (Annexation No. 5 - LCG MVD II, LLC, Located at the Southeast Corner of Heacock St. and Hemlock Ave.).
3. Adopt Resolution No. CSD 2021-39, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Submitting to the Landowners of Territory Proposed for Annexation to Community Facilities District No. 2021-01 (Parks Maintenance) the Question of the Levy of a Special Tax Within Such Territory (Annexation No. 6 - Maria J. Luna, located at 11950 Mathews Rd.).
4. Adopt Resolution No. CSD 2021-40, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Submitting to the Landowners of Territory Proposed for Annexation to Community Facilities District No. 2021-01 (Parks Maintenance) the Question of the Levy of a Special Tax Within Such Territory (Annexation No. 7 - Ada Velis Iglesias de Turcios, located on the north side of Angella Way, east of Indian St.).
5. Adopt Resolution No. CSD 2021-41, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Submitting to the Landowners of Territory Proposed for Annexation to Community Facilities District No. 2021-01 (Parks Maintenance) the Question of the Levy of a Special Tax Within Such Territory (Annexation No. 8 - MV Resource Center, LLC, located at the northeast corner of Resource Way and Corporate Way).
6. Adopt Resolution No. CSD 2021-42, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Submitting to the Landowners of Territory Proposed for Annexation to Community Facilities District No. 2021-01 (Parks Maintenance) the Question of the Levy of a Special Tax Within Such Territory (Annexation No. 10 - Alessandro Industrial No. 14, LP, located on the south side of Alessandro Blvd., west of Heacock St.).

7. Adopt Resolution No. CSD 2021-43, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Submitting to the Landowners of Territory Proposed for Annexation to Community Facilities District No. 2021-01 (Parks Maintenance) the Question of the Levy of a Special Tax Within Such Territory (Annexation No. 11 - Gold Coast Properties CA 3, LLC, located southwest of Indian St. and Hemlock St.).
8. Direct the Secretary of the CSD to canvass the returned ballots and report the results of the special election to the CSD Board.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Delgado, Council Member
<b>SECONDER:</b>	Ulises Cabrera, Council Member
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

**Recommendations:**

9. Adopt Resolution No. CSD 2021-44, 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 Connection with an Annexation of Territory to Community Facilities District No. 2021-01 (Parks Maintenance) and Ordering Said Annexation (Annexation No. 5 - LCG MVD II, LLC, Located at the Southeast Corner of Heacock St. and Hemlock Ave.).
10. Adopt Resolution No. CSD 2021-45, 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 Connection with an Annexation of Territory to Community Facilities District No. 2021-01 (Parks Maintenance) and Ordering Said Annexation (Annexation No. 6 - Maria J. Luna, located at 11950 Mathews Rd.).
11. Adopt Resolution No. CSD 2021-46, 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 Connection with an Annexation of Territory to Community Facilities District No. 2021-01 (Parks Maintenance) and Ordering Said Annexation (Annexation No. 7 - Ada Velis Iglesias de Turcios, located on the north side of Angella Way, east of Indian St.).
12. Adopt Resolution No. CSD 2021-47, 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 Connection with an Annexation of Territory to Community Facilities District No. 2021-01 (Parks Maintenance) and Ordering Said Annexation

(Annexation No. 8 - MV Resource Center, LLC, located at the northeast corner of Resource Way and Corporate Way).

- 13. Adopt Resolution No. CSD 2021-48, 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 Connection with an Annexation of Territory to Community Facilities District No. 2021-01 (Parks Maintenance) and Ordering Said Annexation (Annexation No. 10 - Alessandro Industrial No. 14, LP, located on the south side of Alessandro Blvd., west of Heacock St.).
- 14. Adopt Resolution No. CSD 2021-49, 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 Connection with an Annexation of Territory to Community Facilities District No. 2021-01 (Parks Maintenance) and Ordering Said Annexation (Annexation No. 11 - Gold Coast Properties CA 3, LLC, located southwest of Indian St. and Hemlock St.).

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

F.3. PUBLIC HEARING TO DESIGNATE FUTURE ANNEXATION AREA FOR COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS MAINTENANCE) (ORDINANCE NO. CSD 56) (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan provided the report.

Council Member Cabrera requested clarification that the item was intended to eliminate the requirement of continual Public Hearings.

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan responded in the affirmative and explained the rate apportionment methodology would appear at a City Council meeting in February.

Mayor Gutierrez opened the Public Hearing at 10:01 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 10:01 p.m.

Minutes Acceptance: Minutes of Dec 7, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

**Recommendations: That the CSD:**

1. Conduct the Public Hearing for the designation of the Future Annexation Area for the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance).
2. Introduce Ordinance No. CSD 56, an Ordinance of the Moreno Valley Community Services District of the City of Moreno Valley, California, Providing for Future Annexation of Territory to its Community Facilities District No. 2021-01 (Parks Maintenance) and Taking Certain Related Actions.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ulises Cabrera, Council Member
<b>SECONDER:</b>	David Marquez, Council Member
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

F.4. PUBLIC HEARING FOR ADOPTION OF STATE MANDATED SENATE BILL 1383 ORDINANCE TO AMEND MUNICIPAL CODE TITLE 6 ADDING CHAPTER 6.03 MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIREMENTS (ORD. NO. 983) (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan provided the report.

Council Member Cabrera asked if the legislation includes any funding.

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan reported the state mandate is unfunded.

Council Member Marquez inquired as to the possible need for additional receptacles and enforcement.

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan responded we would possibly require them, conversations are ongoing with Waste Management to implement the legislation, and explained because of the extensive requirements Governor Newsom has delayed the implementation and fines for a year.

Council Member Delgado explained food waste would be disposed of in green waste receptacles.

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan noted the industry is still innovating and the processes are still being determined.

Mayor Gutierrez opened the Public Hearing at 10:08 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 10:08 p.m.

Mayor Gutierrez recessed the meeting at 10:08 p.m.

Mayor Gutierrez reconvened the meeting at 10:16 p.m.

**Recommendation:**

- 1. Adoption of Ordinance Amending City of Moreno Valley Municipal Code Title 6, adding Chapter 6.03 Mandatory Organic Waste Disposal Reduction Requirements, which is a required State mandate under Senate Bill 1383.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	David Marquez, Council Member
<b>SECONDER:</b>	Ulises Cabrera, Council Member
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

F.5. PUBLIC HEARING FOR THE ANNUAL ACTION PLAN FOR PROGRAM YEAR 2022-2023 & TO ADOPT 2022-2023 OBJECTIVES AND POLICIES (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan provided the report.

Council Member Cabrera inquired as to the amount the Federal Government is granting.

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan remarked the amount was still unknown.

Mayor Gutierrez opened the Public Hearing at 10:18 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 10:18 p.m.

**Recommendations: That the City Council:**

- 1. Conduct a Public Hearing to allow for the public to comment on the needs of low- and moderate-income residents in Moreno Valley.
- 2. Approve the proposed CDBG, HOME, and ESG Grant Objectives and Policies for the 2022-2023 Program Year.

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

F.6. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT NO. 2 TO THE 2019-2020 ANNUAL ACTION PLAN CARES ACT AMENDMENT - REPROGRAMMING ESG-CV FUNDING (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan provided the report.

Mayor Gutierrez opened the Public Hearing at 10:20 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 10:20 p.m.

Council Member Cabrera expressed his pride for this item and the assistance it provides.

**Recommendations: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment No. 2 to the 2019-2020 Annual Action Plan CARES Act Amendment.
2. Review and adopt the proposed Substantial Amendment No. 2 to the 2019-2020 Annual Action Plan CARES Act Amendment.
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:** Ulises Cabrera, Council Member  
**SECONDER:** Ed Delgado, Council Member  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

## G. GENERAL BUSINESS

- G.1. AUTHORIZE THE REFINANCE OF COMMUNITY FACILITIES DISTRICT NO. 5 SPECIAL TAX BONDS (RESO. NO. 2021-81) (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer/City Treasurer Mohan provided the report.

**Recommendation: That the City Council:**

1. Adopt Resolution No. 2021-81, a Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of Community Facilities District No. 5 of the City of Moreno Valley, Approving the Issuance of its Special Tax Refunding Bonds, Series 2021 in a Principal Amount Not To Exceed Six Million Dollars (\$6,000,000) and Delivery of Related Documents.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Delgado, Council Member
<b>SECONDER:</b>	Ulises Cabrera, Council Member
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez, David Marquez, Ulises Cabrera

- G.2. ADOPTION OF RESOLUTIONS CALLING AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION FOR APRIL 12, 2022 TO FILL THE DISTRICT 1 CITY COUNCIL VACANCY, REQUESTING CONSOLIDATION AND ESTABLISHING REGULATIONS AND COSTS FOR CANDIDATE STATEMENTS (RESO. NOS. 2021-82 AND 83) (Report of: City Clerk)

City Clerk Jacquez-Nares provided the report.

Council Member Cabrera asked how long the winning candidate would serve.

City Clerk Jacquez-Nares stated until 2024.

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2021-82, a Resolution of the City Council of the City of Moreno Valley, California, calling and giving notice of a Special Municipal Election to be held in the City of Moreno Valley on Tuesday, April 12, 2022, to fill the District 1 City Council vacancy, and requesting that the Board of Supervisors of the County of Riverside consolidate the Special Municipal Election with any other election to be held on that same date.



- 2. Adopt Resolution No. 2021-83, a Resolution of the City Council of the City of Moreno Valley, California, establishing regulations pertaining to materials for candidates and costs pertaining to candidate statements submitted to the voters.

**RESULT:** APPROVED [3 TO 0]  
**MOVER:** Ed Delgado, Council Member  
**SECONDER:** Ulises Cabrera, Council Member  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, Ulises Cabrera  
**ABSTAIN:** David Marquez

G.3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CURING AND CORRECTING, PURSUANT TO SECTIONS 54960, 54960.1 AND 54960.2 OF THE CALIFORNIA GOVERNMENT CODE, THE ALLEGED BROWN ACT VIOLATIONS DESCRIBED IN THE LETTER, RECEIVED ON NOVEMBER 18, 2021, FROM THE RIVERSIDE COUNTY DISTRICT ATTORNEY’S OFFICE (RESO. NO. 2021-84) (Report of: City Attorney)

Interim City Attorney Quintanilla provided the report.

Council Member Cabrera remarked as the matter is resolved the City needs to move forward and take care of business. He expressed his view that there is no reason to continue belaboring the issue.

**Recommendation: That the City Council:**

- 1. Approve and Adopt a Resolution of the City Council of the City of Moreno Valley, California, Curing and Correcting, pursuant to Sections 54960, 54960.1 and 54960.2 of the California Government Code, the alleged Brown Act violations described in the letter, dated November 18, 2021, received from Riverside County District Attorney.

**RESULT:** APPROVED [3 TO 0]  
**MOVER:** Ed Delgado, Council Member  
**SECONDER:** Dr. Yxstian A. Gutierrez, Mayor  
**AYES:** Ed Delgado, Dr. Yxstian A. Gutierrez, Ulises Cabrera  
**ABSTAIN:** David Marquez

G.4. CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR PRO TEM (Report of: City Clerk)

City Clerk Jacquez-Nares asked for nominations.

Mayor Gutierrez nomination Council Member Delgado.

Council Member Cabrera asked if deliberation was allowed.

Minutes Acceptance: Minutes of Dec 7, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mayor Gutierrez responded in the affirmative.

Council Member Cabrera remarked that the City has been without a Mayor Pro Tem for several months. He stated that an appropriate nominee would be a Council Member with seniority and more experience. Council Member Cabrera nominated Council Member Marquez.

Council Member Marquez agreed with Council Member Cabrera. He noted when he first started the Mayor Pro Tem would change amongst each Council Member. He remarked Mayor Pro Tem Baca served as Mayor Pro Tem for five years.

Council Member Delgado explained how he ascended to his leadership positions and that leaders were not determined by seniority.

Mayor Gutierrez stated Mayor Pro Tem Baca was a mentor to everyone and the appointment has been based on a vote, not seniority. He did acknowledge other cities rotate the Mayor Pro Tem position, but he believes the Mayor Pro Tem and Mayor should share the same vision.

**Recommendation: That the City Council:**

1. Conduct the reorganization of the City Council by selecting one Council Member to serve as Mayor Pro Tem until December 31, 2022.

Motion by Mayor Gutierrez to appoint Council Member Delgado

<b>RESULT:</b>	<b>FAILED [2 TO 2]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor
<b>AYES:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez
<b>NAYS:</b>	David Marquez, Ulises Cabrera

Motion by Council Member Cabrera to appoint Council Member Marquez

<b>RESULT:</b>	<b>FAILED [2 TO 2]</b>
<b>MOVER:</b>	Ulises Cabrera, Council Member
<b>AYES:</b>	David Marquez, Ulises Cabrera
<b>NAYS:</b>	Ed Delgado, Dr. Yxstian A. Gutierrez

Roy Bleckert clarified his understanding that twenty-one minutes had to be allotted on each agenda item at a regularly scheduled meeting for public comment in the past.

Mayor Gutierrez remarked all of the general business items and non-agenda items were considered as one. While public hearings were required by law, to be separated.

Interim City Attorney Quintanilla clarified the Brown Act required the City to allow the public to comment on any item that was on the agenda at or prior to the time that it appeared for consideration on the agenda. He further stated that City public hearing items were required to allow public testimony to be submitted in the context of the public hearing. Additionally, he noted that the Mayor was allowed to impose reasonable restrictions on the length of time.

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

### I. REPORTS

#### I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - None

Riverside County Habitat Conservation Agency (RCHCA) - Council Member Marquez

Council Member Marquez reported the following:

Items covered at the RCHCA Board of Directors meeting on November 18, 2021 include:

- Moreno Valley's SKR Mitigation fee collection totaled \$15,815 from July 2021 through September 2021.

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - Mayor Gutierrez

Mayor Gutierrez reported the following:

Items covered at the WRCOG Executive Committee meeting on December 6, 2021 include:

- The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley. The amendment increases the amount of funding for the Construction Phase of the SR-60 / Moreno Beach Interchange Project by 3.8 million dollars.

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

Council Member Marquez reported the following:

Items covered at the RCA Board of Directors meeting on December 6, 2021 include:

- Moreno Valley's MSHCP fee collection totaled \$231,292.00 (15 residential permits and 15.63 acres of commercial/industrial) for the month of October 2021.

School District/City Joint Task Force - None

## I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Lee reminded residents of the ongoing pet adoption event. He announced there are 200 free vaccinations available for dogs and 70 vaccinations available for cats. He invited residents to participate in the Spark of Love event on Saturday December 11<sup>th</sup> and Sunday December 12<sup>th</sup>.

### **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. Refuted comments made by Elmer and Linda Thomas.
2. Refused to resign.
3. Wished everyone happy holidays and urged them not to drink and drive.

Mayor Gutierrez reminded everyone to be respectful of the City Council Members during their closing comments.

#### Council Member Cabrera

1. Enjoyed Snow Day as well as the Tree Lighting event.
2. Thanked staff for their work.
3. Commended the City Council for the work achieved.

#### Council Member Delgado

1. Expressed pride that the first three hours of the meeting was civil.
2. Thanked veterans and honored those who lost their lives on this day 80 years ago.
3. Asked residents to be patient as roadway improvements are ongoing in District 2.
4. Visited the Moreno Valley Equestrian Center last week.
5. Announced the "M" would be lit on December 13<sup>th</sup> in honor of Horse Day.
6. Stated he would be working with Public Works and Landscape Services to address the donkey waste on the sidewalks in Hidden Springs.
7. Remarked he would be working to address the trash under the overpasses and around the City property at the on and off ramps.

8. Asked that everyone be respectable to one another.
9. Announced an upcoming Coffee with a Councilman event in January.
10. Commended staff for their work and especially Jasmin.

Mayor Gutierrez

1. Thanked staff for their hard work.
2. Commended Parks for the Tree Lighting event.
3. Encouraged residents to participate in the various toy drives.
4. Announced the upcoming Telephone Town Hall on December 15<sup>th</sup> at 6:00 p.m.

## ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in memory of the lives lost at Pearl Harbor at 11:00 p.m.

Submitted by:

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Pat Jacquez-Nares, MPA, 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:

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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

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**TO:** Mayor and City Council

**FROM:** Steve Quintanilla, Interim City Attorney

**AGENDA DATE:** January 4, 2022

**TITLE:** CONSIDERATION OF RESOLUTION NO. 2022-XX, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC., AGREE TO THE TERMS OF THE MOU ALLOCATING SETTLEMENT PROCEEDS, AND AUTHORIZE ENTRY INTO THE MOU WITH THE ATTORNEY GENERAL

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### **RECOMMENDED ACTION**

#### **Recommendation:**

That the City Council consider and adopt Resolution No. 2022-XX (Attachment A), authorizing participation in National Opioid Settlement and authorizing the City Manager to execute related participation agreements.

### **SUMMARY**

This report recommends the adoption of a Resolution authorizing the City Manager to execute agreements to participate in the settlement of aggregate nationwide settlement agreements with opioid manufacturers and distributors regarding claims resulting from the opioid addiction epidemic.

### **DISCUSSION**

**Background.** On July 22, 2021, a settlement was announced in multi-district federal litigation based in Ohio against opioid manufacturers and distributors. The settlement arose out of litigation (including over 4,000 lawsuits) brought in Ohio by states and cities

against the three largest pharmaceutical distributors—McKesson, Cardinal Health and Amerisource Bergen—and the opioid manufacturer Janssen (owned by Johnson & Johnson). The litigation generally alleges that the distributors and Janssen contributed to the national opioid crisis by ignoring signs of opioid addiction and overselling opioids. The proposed settlement is worth \$26 billion and will cover all states, counties, and cities — even those who are not part of the litigation. The opioid distributors will pay \$21 billion over an 18-year period and Janssen will pay \$5 billion over a 7-year period.

**California Allocation Agreement.** Under the terms of settlement, California is scheduled to receive somewhere between \$2.269 and \$2.34 billion. The state will be responsible for distributing these funds to cities and counties through an interstate allocation agreement, otherwise the funds will be distributed to cities and counties according to a default model in the settlement. An intrastate allocation deal has been agreed upon, and copies are attached to the Resolution under consideration here. Some of the key terms are:

- The National Settlements Allot a certain amount of money to California to be allocated between the State and local governments. That amount is divided between State and CA local governments by agreement (the “Allocation Agreements”). The Allocation Agreements split the dollars coming into California as follows:
  - 15% to a State Fund;
  - 70% to local governments in an Abatement Accounts Fund; and
  - 15% to litigating local governments in a Subdivision Fund.
- Cities and counties must be aware that the Settlement Agreements and the Allocation Agreements require that the money in the Abatement Accounts Fund must be spent on remediation with no less than 50% of each local government’s allocation in each calendar year spent on one or more of the following High Impact Abatement Activities:
  - The provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
  - Creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
  - Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
  - Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
  - Interventions to prevent drug addiction in vulnerable youth.
- The funds in the CA Abatement Accounts Fund will be divided according to an allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804). The percentage from the CA Abatement Accounts Fund allocated to each eligible local government

(any county or city above 10,000 in population) is set forth in Appendix 1 to each Allocation Agreement.

- Eligible Local Government's share of the CA Abatement Accounts Fund is a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 (the "Local Allocation").
- A City that is an Eligible Local Government will be allocated its Local Allocation only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements.
- The Local Allocation for a city that is a Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date as defined in the Settlement Agreements.
- If the City wishes, it can elect a direct payment. It must then follow the use and reporting requirements in the Allocation Agreements and Settlement Agreements.

**Deadline to Participate.** Jurisdictions must affirmatively opt-in to the settlement before January 26, 2022, to receive funds from the settlement.

**Options.** Even though the City did not participate in the litigation, the City has two options. It can: (1) opt-in to the settlement; or (2) it can decide not to opt-in.

If the City opts-in to the settlement, it must release its claims against the opioid distributors and manufacturers participating in the settlement. The City will receive funds, which it must use to combat opioid abuse in the City or it can enter into an agreement with Riverside County to use the funds for existing County programs. Under the terms of the settlement, the City would have to report how it spends funds received from the settlement.

If the City does not opt-in, the City will not be a participant in the settlement. The City would retain the ability to pursue its own litigation against opioid distributors and manufacturers. If the City does not opt-in, then funds to be received by the City under the settlement would instead go directly to the State.

**Fund Release.** The Distributors made an initial deposit of funds into escrow by the end of September 2021 and will make additional deposits in early Summer of 2022. Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling State meets certain requirements. The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.

**Conclusion.** Our office recommends that the City Council consider adoption of Resolution No. 2022-XX (Attachment A), authorizing participation in National Opioid Settlement and authorizing the City Manager to execute related participation agreements.



**FISCAL IMPACT**

The City will need to create a new fund for the money received through this settlement and allocation program. The City will receive an amount not yet determined, according to the participation levels and funding schedules set forth in the Allocation Agreement.

**NOTIFICATION**

The agenda was posted in compliance with the Brown Act.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Michael R. Cobden  
Interim Deputy City Attorney

**CITY COUNCIL GOALS**

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL

**APPROVALS**

Budget Officer Approval	<u>      ✓ Approved      </u>	12/27/21 4:37 PM
City Attorney Approval	<u>      ✓ Approved      </u>	

City Manager Approval

✓ Approved

12/28/21 11:48 AM

RESOLUTION NO. 2022-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC., AGREE TO THE TERMS OF THE MOU ALLOCATING SETTLEMENT PROCEEDS, AND AUTHORIZE ENTRY INTO THE MOU WITH THE ATTORNEY GENERAL

**WHEREAS**, the City of Moreno Valley (“City”) is a charter city and recognized as a political subdivision of the State of California for certain purposes; and

**WHEREAS**, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend billions of dollars each year to address the direct consequences of this crisis.

**WHEREAS**, since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the City and resources necessary to combat the opioid epidemic;

**WHEREAS**, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) have been ongoing for several years;

**WHEREAS**, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation;

**WHEREAS**, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively “Settlement Agreements”);

**WHEREAS**, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court’s Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements, have been provided to the Council with this Resolution and can be found at [https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Final-Distributor-Settlement-Agreement-10.22.2021-Exhibit-Updates .pdf](https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Final-Distributor-Settlement-Agreement-10.22.2021-Exhibit-Updates.pdf) and

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 : NATIONAL OPIOID SETTLEMENT

<https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Janssen-agreement-20211105.pdf> ;

**WHEREAS**, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements (“California Opioid Funds”);

**WHEREAS**, California local governments as well as the attorneys representing those local governments have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement (collectively the “Allocation Agreements,”) which are agreements between all of the entities identified in the Allocation Agreements;

**WHEREAS**, copies of the Allocation Agreements are attached to this resolution as Exhibit A;

**WHEREAS**, the Allocation Agreements propose to allocate the California Opioid Funds 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements will be combined pursuant to Allocation Agreements, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund Allocation”), and 15% to the California Subdivision Fund (“CA Subdivision Fund Allocation”);

**WHEREAS**, the funds in the CA Abatement Accounts Fund (the California Abatement Accounts Fund Allocation) will be allocated based on an allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804). The percentage from the CA Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) “Eligible Local Government”) is set forth in Appendix 1 to each Allocation Agreement and provided to the Council with this Resolution. The City’s share of the CA Abatement Accounts Fund is a product of the total in the CA Abatement Accounts Fund multiplied by the City’s percentage set forth in Appendix 1 (the “Local Allocation”).

**WHEREAS**, any city that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a city that is a Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date as defined in the Settlement Agreements.

**WHEREAS**, if a City elects to take a direct distribution of its Local Allocation amount, both the Settlement Agreements and the Allocation Agreements place certain limitations on the time period for expenditures, use of CA Abatement Accounts Funds and provide for accounting procedures and oversight of the expenditures of the California Abatement Accounts Funds.

**WHEREAS**, the City elects to take its direct distribution of its Local Allocation amount as set forth on Exhibit 1 and to comply with the requirements of the Allocation Agreements.

**WHEREAS**, the City, by this Resolution, shall establish an account for the receipt of the Local Allocation Funds consistent with the terms of the Settlement Agreements, the Allocation Agreements and this Resolution (“the Opioid Abatement Account”);

**WHEREAS**, the City’s Opioid Abatement Account shall be separate from the City’s general fund, shall not be commingled with any other City funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements and the Allocation Agreements;

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

**Section 1. Recitals.**

That the Recitals set forth above are true and correct.

**Section 2. Authorization to Settle and Release Claims**

The City Council hereby approves and authorizes the City Manager, to settle and release the City’s claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement by executing the signature pages to that Allocation Agreement.

4. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement Allocation Agreements by executing the signature pages to that Allocation Agreement.
5. Notify the Settlement Fund Administrator that the City requests a direct payment under the Allocation Agreements at least 60 days prior to the Payment Date in the Settlement Agreements.

**Section 3. Funds to be Placed in Account**

The City shall establish an Opioid Abatement Account, and the City's Local Allocation Funds shall be deposited in the City's Opioid Abatement Account.

**Section 4. Ratification of Prior Necessary Actions**

All actions heretofore taken by the Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

**Section 5. Severability.**

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

**Section 6. Repeal of Conflicting Provisions.**

That all provisions heretofore adopted by the City or the City Council in effect prior to the effective date of this Resolution that are in conflict with the provisions of this Resolution are hereby repealed.

**Section 7. Effective Date.**

That this Resolution shall take effect upon its adoption.

**Section 8. Certification.**

That the City Clerk shall certify to the passage of this Resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED this 4<sup>th</sup> day of January 2022.**

\_\_\_\_\_  
Dr. Yxstian A. Gutierrez  
Mayor  
City of Moreno Valley

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pat Jacquez-Nares, City Clerk

\_\_\_\_\_  
Steven B. Quintanilla  
Interim City Attorney

**RESOLUTION JURAT**

STATE OF CALIFORNIA )

COUNTY OF )  
RIVERSIDE )ss.

CITY OF MORENO )  
VALLEY )

I, Pat Jacquez Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2022-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the January 04, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
PAT JACQUEZ-NARES, CITY CLERK

(SEAL)



**EXHIBIT "A"**  
**SETTLEMENT ALLOCATION AGREEMENTS**  
**(SEE ATTACHED)**

**Proposed California State-Subdivision Agreement  
Regarding Distribution and Use of  
Settlement Funds – Distributor Settlement**

**1. Introduction**

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.<sup>1</sup> For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

**2. Definitions**

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

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<sup>1</sup> A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

### 3. General Terms

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

### 4. State Allocation

The Settlement Fund payments to California,<sup>2</sup> pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

#### A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

#### B. CA Abatement Accounts Fund

##### i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

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<sup>2</sup> For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

## ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
  - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
  - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
  - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
  - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
  - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

### iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

### C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master’s reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

#### **D. Provision for State Back-Stop Agreement**

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) (“MDL Fees Order”) in the National Prescription Opiate Litigation (MDL No. 2804) “cap[ping] all applicable contingent fee agreements at 15%.” Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel (“State Back-Stop Agreement”), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

## 5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.



**6. Miscellaneous**

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

## APPENDIX 1

**DISCLAIMER:** The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<b><i>Alameda County</i></b>	Alameda	2.332%	2.853%	<b>2.4237952%</b>
City	Alameda	Alameda	0.069%		<b>0.0570162%</b>
City	Albany	Alameda	0.013%		<b>0.0107768%</b>
City	Berkeley	Alameda	0.152%		<b>0.1249656%</b>
City	Dublin	Alameda	0.033%	0.040%	<b>0.0338810%</b>
City	Emeryville	Alameda	0.023%		<b>0.0185765%</b>
City	Fremont	Alameda	0.108%		<b>0.0888576%</b>
City	Hayward	Alameda	0.117%		<b>0.0966218%</b>
City	Livermore	Alameda	0.054%		<b>0.0446740%</b>
City	Newark	Alameda	0.026%		<b>0.0217626%</b>
City	Oakland	Alameda	0.486%	0.595%	<b>0.5055601%</b>
City	Piedmont	Alameda	0.014%		<b>0.0114064%</b>
City	Pleasanton	Alameda	0.067%		<b>0.0554547%</b>
City	San Leandro	Alameda	0.039%		<b>0.0321267%</b>
City	Union City	Alameda	0.043%		<b>0.0352484%</b>
County	<b><i>Amador County</i></b>	Amador	0.226%	0.277%	<b>0.2349885%</b>
County	<b><i>Butte County</i></b>	Butte	1.615%	1.975%	<b>1.6783178%</b>
City	Chico	Butte	0.216%	0.264%	<b>0.2246499%</b>
City	Oroville	Butte	0.079%		<b>0.0646595%</b>
County	<b><i>Calaveras County</i></b>	Calaveras	0.226%	0.277%	<b>0.2351644%</b>
County	<b><i>Colusa County</i></b>	Colusa	0.059%		<b>0.0489221%</b>
County	<b><i>Contra Costa County</i></b>	Contra Costa	2.102%	2.571%	<b>2.1844585%</b>
City	Antioch	Contra Costa	0.037%		<b>0.0301879%</b>
City	Brentwood	Contra Costa	0.026%		<b>0.0215339%</b>
City	Clayton	Contra Costa	0.002%		<b>0.0018060%</b>
City	Concord	Contra Costa	0.055%		<b>0.0456676%</b>
City	Danville	Contra Costa	0.010%		<b>0.0082255%</b>
City	El Cerrito	Contra Costa	0.023%		<b>0.0189024%</b>
City	Hercules	Contra Costa	0.010%		<b>0.0078273%</b>

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 :

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<b>Del Norte County</b>	Del Norte	0.114%	0.140%	0.1189608%
County	<b>El Dorado County</b>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<b>Fresno County</b>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<b>Glenn County</b>	Glenn	0.107%	0.131%	0.1116978%
County	<b>Humboldt County</b>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<b>Imperial County</b>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<b>Inyo County</b>	Inyo	0.073%	0.089%	0.0754413%
County	<b>Kern County</b>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<b>Kings County</b>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<b>Lake County</b>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<b>Lassen County</b>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<b>Los Angeles County</b>	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<b>Madera County</b>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<b>Marin County</b>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<b>Mariposa County</b>	Mariposa	0.084%	0.103%	0.0876131%
County	<b>Mendocino County</b>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<i>Mono County</i>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<i>Napa County</i>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<i>Orange County</i>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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City	Fountain Valley	Orange	0.055%		<b>0.0455980%</b>
City	Fullerton	Orange	0.137%	0.168%	<b>0.1425744%</b>
City	Garden Grove	Orange	0.213%		<b>0.1752482%</b>
City	Huntington Beach	Orange	0.247%	0.302%	<b>0.2568420%</b>
City	Irvine	Orange	0.139%	0.170%	<b>0.1442350%</b>
City	Laguna Beach	Orange	0.047%	0.058%	<b>0.0493043%</b>
City	Laguna Hills	Orange	0.014%		<b>0.0115457%</b>
City	Laguna Niguel	Orange	0.001%		<b>0.0007071%</b>
City	Laguna Woods	Orange	0.001%		<b>0.0006546%</b>
City	La Habra	Orange	0.060%	0.073%	<b>0.0621049%</b>
City	Lake Forest	Orange	0.012%		<b>0.0101249%</b>
City	La Palma	Orange	0.012%		<b>0.0095439%</b>
City	Los Alamitos	Orange	0.008%		<b>0.0069190%</b>
City	Mission Viejo	Orange	0.014%		<b>0.0117560%</b>
City	Newport Beach	Orange	0.179%		<b>0.1470134%</b>
City	Orange	Orange	0.150%		<b>0.1231320%</b>
City	Placentia	Orange	0.029%	0.035%	<b>0.0298912%</b>
City	Rancho Santa Margarita	Orange	0.001%		<b>0.0006296%</b>
City	San Clemente	Orange	0.008%	0.010%	<b>0.0086083%</b>
City	San Juan Capistrano	Orange	0.008%		<b>0.0065510%</b>
City	Santa Ana	Orange	0.502%	0.614%	<b>0.5213866%</b>
City	Seal Beach	Orange	0.020%		<b>0.0165891%</b>
City	Stanton	Orange	0.035%		<b>0.0291955%</b>
City	Tustin	Orange	0.073%		<b>0.0600341%</b>
City	Westminster	Orange	0.104%	0.127%	<b>0.1082721%</b>
City	Yorba Linda	Orange	0.044%		<b>0.0362223%</b>
County	<b>Placer County</b>	Placer	1.045%	1.278%	<b>1.0861002%</b>
City	Auburn	Placer	0.017%		<b>0.0141114%</b>
City	Lincoln	Placer	0.031%		<b>0.0255599%</b>
City	Rocklin	Placer	0.076%		<b>0.0625485%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<b>Plumas County</b>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<b>Riverside County</b>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<b>Sacramento County</b>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<b>San Benito County</b>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<b>San Bernardino County</b>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		<b>0.0021228%</b>
County	<b><i>San Diego County</i></b>	San Diego	5.706%	6.980%	<b>5.9309748%</b>
City	Carlsbad	San Diego	0.128%		<b>0.1050485%</b>
City	Chula Vista	San Diego	0.189%	0.231%	<b>0.1961456%</b>
City	Coronado	San Diego	0.044%		<b>0.0359095%</b>
City	El Cajon	San Diego	0.113%		<b>0.0933582%</b>
City	Encinitas	San Diego	0.061%	0.074%	<b>0.0630289%</b>
City	Escondido	San Diego	0.145%		<b>0.1192204%</b>
City	Imperial Beach	San Diego	0.014%		<b>0.0118283%</b>
City	La Mesa	San Diego	0.055%	0.068%	<b>0.0575593%</b>
City	Lemon Grove	San Diego	0.022%		<b>0.0183911%</b>
City	National City	San Diego	0.080%		<b>0.0656808%</b>
City	Oceanside	San Diego	0.213%		<b>0.1753428%</b>
City	Poway	San Diego	0.062%		<b>0.0511040%</b>
City	San Diego	San Diego	1.975%	2.416%	<b>2.0531169%</b>
City	San Marcos	San Diego	0.089%		<b>0.0733897%</b>
City	Santee	San Diego	0.033%		<b>0.0268401%</b>
City	Solana Beach	San Diego	0.017%		<b>0.0138564%</b>
City	Vista	San Diego	0.052%		<b>0.0425144%</b>
Consolidated	<b><i>San Francisco</i></b>	San Francisco	3.026%	3.702%	<b>3.1457169%</b>
County	<b><i>San Joaquin County</i></b>	San Joaquin	1.680%	2.055%	<b>1.7460399%</b>
City	Lathrop	San Joaquin	0.009%		<b>0.0075394%</b>
City	Lodi	San Joaquin	0.053%		<b>0.0439484%</b>
City	Manteca	San Joaquin	0.054%		<b>0.0443454%</b>
City	Ripon	San Joaquin	0.013%		<b>0.0104219%</b>
City	Stockton	San Joaquin	0.313%	0.383%	<b>0.3256176%</b>
City	Tracy	San Joaquin	0.084%		<b>0.0692047%</b>
County	<b><i>San Luis Obispo County</i></b>	San Luis Obispo	0.816%	0.999%	<b>0.8484126%</b>
City	Arroyo Grande	San Luis Obispo	0.024%		<b>0.0199053%</b>
City	Atascadero	San Luis Obispo	0.029%		<b>0.0240680%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<b>San Mateo County</b>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<b>Santa Barbara County</b>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<b>Santa Clara County</b>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<b>Santa Cruz County</b>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<b>Shasta County</b>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<b>Siskiyou County</b>	Siskiyou	0.228%	0.279%	0.2373393%
County	<b>Solano County</b>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<b>Sonoma County</b>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 :

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<b>Stanislaus County</b>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<b>Sutter County</b>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<b>Tehama County</b>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<b>Trinity County</b>	Trinity	0.082%	0.101%	0.0855476%
County	<b>Tulare County</b>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<b>Tuolumne County</b>	Tuolumne	0.486%	0.594%	0.5047621%
County	<b>Ventura County</b>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 :



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b><i>Yolo County</i></b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b><i>Yuba County</i></b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 :

## APPENDIX 2

### Cost Reimbursement Procedure

#### 1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

#### 2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
  - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section V.B.2 of the Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys’ Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of “State Back-Stop Agreement” in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between “a Settling State” and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 : NATIONAL OPIOID SETTLEMENT

**Proposed California State-Subdivision Agreement  
Regarding Distribution and Use of  
Settlement Funds – Janssen Settlement**

**1. Introduction**

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.<sup>1</sup> For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

**2. Definitions**

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

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<sup>1</sup> A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

### **3. General Terms**

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

### **4. State Allocation**

The Settlement Fund payments to California,<sup>2</sup> pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

#### **A. State of California Allocation**

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

#### **B. CA Abatement Accounts Fund**

##### **i. Allocation of CA Abatement Accounts Funds**

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

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<sup>2</sup> For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.



Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

## ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
  - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
  - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
  - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
  - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
  - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

### iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

### C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master’s reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

#### **D. Provision for State Back-Stop Agreement**

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) (“MDL Fees Order”) in the National Prescription Opiate Litigation (MDL No. 2804) “cap[ping] all applicable contingent fee agreements at 15%.” Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel (“State Back-Stop Agreement”), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

## 5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

## 6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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**DISCLAIMER:** The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	<b>2.4237952%</b>
City	Alameda	Alameda	0.069%		<b>0.0570162%</b>
City	Albany	Alameda	0.013%		<b>0.0107768%</b>
City	Berkeley	Alameda	0.152%		<b>0.1249656%</b>
City	Dublin	Alameda	0.033%	0.040%	<b>0.0338810%</b>
City	Emeryville	Alameda	0.023%		<b>0.0185765%</b>
City	Fremont	Alameda	0.108%		<b>0.0888576%</b>
City	Hayward	Alameda	0.117%		<b>0.0966218%</b>
City	Livermore	Alameda	0.054%		<b>0.0446740%</b>
City	Newark	Alameda	0.026%		<b>0.0217626%</b>
City	Oakland	Alameda	0.486%	0.595%	<b>0.5055601%</b>
City	Piedmont	Alameda	0.014%		<b>0.0114064%</b>
City	Pleasanton	Alameda	0.067%		<b>0.0554547%</b>
City	San Leandro	Alameda	0.039%		<b>0.0321267%</b>
City	Union City	Alameda	0.043%		<b>0.0352484%</b>
County	<i>Amador County</i>	Amador	0.226%	0.277%	<b>0.2349885%</b>
County	<i>Butte County</i>	Butte	1.615%	1.975%	<b>1.6783178%</b>
City	Chico	Butte	0.216%	0.264%	<b>0.2246499%</b>
City	Oroville	Butte	0.079%		<b>0.0646595%</b>
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	<b>0.2351644%</b>
County	<i>Colusa County</i>	Colusa	0.059%		<b>0.0489221%</b>
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	<b>2.1844585%</b>
City	Antioch	Contra Costa	0.037%		<b>0.0301879%</b>
City	Brentwood	Contra Costa	0.026%		<b>0.0215339%</b>
City	Clayton	Contra Costa	0.002%		<b>0.0018060%</b>
City	Concord	Contra Costa	0.055%		<b>0.0456676%</b>
City	Danville	Contra Costa	0.010%		<b>0.0082255%</b>
City	El Cerrito	Contra Costa	0.023%		<b>0.0189024%</b>
City	Hercules	Contra Costa	0.010%		<b>0.0078273%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<b>Del Norte County</b>	Del Norte	0.114%	0.140%	0.1189608%
County	<b>El Dorado County</b>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<b>Fresno County</b>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<b>Glenn County</b>	Glenn	0.107%	0.131%	0.1116978%
County	<b>Humboldt County</b>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<b>Imperial County</b>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<b>Inyo County</b>	Inyo	0.073%	0.089%	0.0754413%
County	<b>Kern County</b>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<b>Kings County</b>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<b>Lake County</b>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<b>Lassen County</b>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<b>Los Angeles County</b>	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<b>Madera County</b>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<b>Marin County</b>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<b>Mariposa County</b>	Mariposa	0.084%	0.103%	0.0876131%
County	<b>Mendocino County</b>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<b>Merced County</b>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<b>Modoc County</b>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<b>Mono County</b>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<b>Monterey County</b>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<b>Napa County</b>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<b>Nevada County</b>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<b>Orange County</b>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		<b>0.0455980%</b>
City	Fullerton	Orange	0.137%	0.168%	<b>0.1425744%</b>
City	Garden Grove	Orange	0.213%		<b>0.1752482%</b>
City	Huntington Beach	Orange	0.247%	0.302%	<b>0.2568420%</b>
City	Irvine	Orange	0.139%	0.170%	<b>0.1442350%</b>
City	Laguna Beach	Orange	0.047%	0.058%	<b>0.0493043%</b>
City	Laguna Hills	Orange	0.014%		<b>0.0115457%</b>
City	Laguna Niguel	Orange	0.001%		<b>0.0007071%</b>
City	Laguna Woods	Orange	0.001%		<b>0.0006546%</b>
City	La Habra	Orange	0.060%	0.073%	<b>0.0621049%</b>
City	Lake Forest	Orange	0.012%		<b>0.0101249%</b>
City	La Palma	Orange	0.012%		<b>0.0095439%</b>
City	Los Alamitos	Orange	0.008%		<b>0.0069190%</b>
City	Mission Viejo	Orange	0.014%		<b>0.0117560%</b>
City	Newport Beach	Orange	0.179%		<b>0.1470134%</b>
City	Orange	Orange	0.150%		<b>0.1231320%</b>
City	Placentia	Orange	0.029%	0.035%	<b>0.0298912%</b>
City	Rancho Santa Margarita	Orange	0.001%		<b>0.0006296%</b>
City	San Clemente	Orange	0.008%	0.010%	<b>0.0086083%</b>
City	San Juan Capistrano	Orange	0.008%		<b>0.0065510%</b>
City	Santa Ana	Orange	0.502%	0.614%	<b>0.5213866%</b>
City	Seal Beach	Orange	0.020%		<b>0.0165891%</b>
City	Stanton	Orange	0.035%		<b>0.0291955%</b>
City	Tustin	Orange	0.073%		<b>0.0600341%</b>
City	Westminster	Orange	0.104%	0.127%	<b>0.1082721%</b>
City	Yorba Linda	Orange	0.044%		<b>0.0362223%</b>
County	<b>Placer County</b>	Placer	1.045%	1.278%	<b>1.0861002%</b>
City	Auburn	Placer	0.017%		<b>0.0141114%</b>
City	Lincoln	Placer	0.031%		<b>0.0255599%</b>
City	Rocklin	Placer	0.076%		<b>0.0625485%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<b><i>Plumas County</i></b>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<b><i>Riverside County</i></b>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<b><i>Sacramento County</i></b>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>



## APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<b>San Benito County</b>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<b>San Bernardino County</b>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

## APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		<b>0.0021228%</b>
County	<b><i>San Diego County</i></b>	San Diego	5.706%	6.980%	<b>5.9309748%</b>
City	Carlsbad	San Diego	0.128%		<b>0.1050485%</b>
City	Chula Vista	San Diego	0.189%	0.231%	<b>0.1961456%</b>
City	Coronado	San Diego	0.044%		<b>0.0359095%</b>
City	El Cajon	San Diego	0.113%		<b>0.0933582%</b>
City	Encinitas	San Diego	0.061%	0.074%	<b>0.0630289%</b>
City	Escondido	San Diego	0.145%		<b>0.1192204%</b>
City	Imperial Beach	San Diego	0.014%		<b>0.0118283%</b>
City	La Mesa	San Diego	0.055%	0.068%	<b>0.0575593%</b>
City	Lemon Grove	San Diego	0.022%		<b>0.0183911%</b>
City	National City	San Diego	0.080%		<b>0.0656808%</b>
City	Oceanside	San Diego	0.213%		<b>0.1753428%</b>
City	Poway	San Diego	0.062%		<b>0.0511040%</b>
City	San Diego	San Diego	1.975%	2.416%	<b>2.0531169%</b>
City	San Marcos	San Diego	0.089%		<b>0.0733897%</b>
City	Santee	San Diego	0.033%		<b>0.0268401%</b>
City	Solana Beach	San Diego	0.017%		<b>0.0138564%</b>
City	Vista	San Diego	0.052%		<b>0.0425144%</b>
Consolidated	<b><i>San Francisco</i></b>	San Francisco	3.026%	3.702%	<b>3.1457169%</b>
County	<b><i>San Joaquin County</i></b>	San Joaquin	1.680%	2.055%	<b>1.7460399%</b>
City	Lathrop	San Joaquin	0.009%		<b>0.0075394%</b>
City	Lodi	San Joaquin	0.053%		<b>0.0439484%</b>
City	Manteca	San Joaquin	0.054%		<b>0.0443454%</b>
City	Ripon	San Joaquin	0.013%		<b>0.0104219%</b>
City	Stockton	San Joaquin	0.313%	0.383%	<b>0.3256176%</b>
City	Tracy	San Joaquin	0.084%		<b>0.0692047%</b>
County	<b><i>San Luis Obispo County</i></b>	San Luis Obispo	0.816%	0.999%	<b>0.8484126%</b>
City	Arroyo Grande	San Luis Obispo	0.024%		<b>0.0199053%</b>
City	Atascadero	San Luis Obispo	0.029%		<b>0.0240680%</b>

## APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<b><i>San Mateo County</i></b>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<b><i>Santa Barbara County</i></b>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<b><i>Santa Clara County</i></b>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<b><i>Santa Cruz County</i></b>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<b><i>Shasta County</i></b>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<b><i>Siskiyou County</i></b>	Siskiyou	0.228%	0.279%	0.2373393%
County	<b><i>Solano County</i></b>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<b><i>Sonoma County</i></b>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 :

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<b>Stanislaus County</b>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<b>Sutter County</b>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<b>Tehama County</b>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<b>Trinity County</b>	Trinity	0.082%	0.101%	0.0855476%
County	<b>Tulare County</b>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<b>Tuolumne County</b>	Tuolumne	0.486%	0.594%	0.5047621%
County	<b>Ventura County</b>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 :

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b><i>Yolo County</i></b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b><i>Yuba County</i></b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 :

## APPENDIX 2

### Cost Reimbursement Procedure

#### 1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

#### 2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
  - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section VI.B.2 of the Janssen Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report



of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys’ Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of “State Back-Stop Agreement” in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between “a Settling State” and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

Attachment: Resolution - NATIONAL OPIOID SETTLEMENT PARTICIPATION - MOVAL [Revision 2] (5653 : NATIONAL OPIOID SETTLEMENT



## **Report to City Council**

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**TO:** Mayor and City Council

**FROM:** Steve Quintanilla, Interim City Attorney

**AGENDA DATE:** January 4, 2022

**TITLE:** CITY MANAGER/EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT AMENDMENTS PURSUANT TO GOVERNMENT CODE SECTION 54953(C)(3), THE INTERIM CITY ATTORNEY WILL ORALLY REPORT A SUMMARY OF THE COUNCIL'S RECOMMENDATIONS AFTER CLOSED SESSION BEFORE FINAL ACTION IS TAKEN ON THIS ITEM.

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### **RECOMMENDED ACTION**

That the City Council approve the negotiated changes to the City Manager/Executive Director's Employment Agreement.

### **SUMMARY**

Pursuant to Government Code Section 54957.6, the City Council will have met in closed session to discuss the terms of the City Manager/Executive Director's Employment Agreement. As required per Government Code Section 54953(c)(3), the Interim City Attorney will orally report a summary of the City Council's recommendations after closed session before final action may be taken on this item in open session.

### **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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/27/21 4:38 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/27/21 6:15 PM



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** John Salisbury, Chief of Police

**AGENDA DATE:** January 4, 2022

**TITLE:** APPROVE THE REPLACEMENT OF TWO POLICE MOTORCYCLES

---

### **RECOMMENDED ACTION**

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize the purchase of two 2022 BMW R 1250 RT-P police motorcycles and related emergency equipment totaling \$62,760.
2. Authorize the transfer of \$62,385 from the Equipment Replacement Fund 7510 to General Fund 1010, to add to the budgeted amount of \$375 in General Fund Account 1010-60-67-40210-660322, totaling \$62,760 to use for the purchase of two 2022 BMW R 1250 RT-P police motorcycles and related emergency equipment.

### **SUMMARY**

This report recommends the City Council authorize the Moreno Valley Police Department (MVPD) to purchase two (2) 2022 BMW R 1250 RT-P Motorcycles from Riverside BMW for a total amount of \$62,760. The MVPD will utilize \$62,385 of replacement funds and \$375 from the Police Departments FY 2021-22 approved budget allocation to acquire this equipment.

### **DISCUSSION**

MVPD has utilized BMW motorcycles to support the Traffic Division since 2013. BMW motorcycles are a leader in the industry when it comes to ergonomics and overall functionality which is best suited for police work. Additionally, BMW is the only motorcycle fully outfitted for police service by the manufacturer. Other options to

purchase motorcycles for police use require the use of a combination of vendors to completely outfit the motorcycle for police use. Using only BMW motorcycles streamlines the maintenance and repair process as one vendor will handle all aspects of the process.

When MVPD began utilizing the BMW motorcycles, the R 1200 RT-P series police enforcement motorcycle was used to support the Traffic Division. Because BMW ceased production of the R 1200 RT-P series in 2019, the MVPD began utilizing the R 1250 RT-P police enforcement motorcycles.

Currently, two (2) motorcycles have outlived their service life and are scheduled to be replaced.

- 2018 BMW R 1200 RT-P motorcycle (Asset #400288) has is currently used as a spare, and has 43,366 miles.
- 2018 BMW R 1200 RT-P motorcycle (Asset #400289) is currently used as a spare, and has 46,916 miles.

Service life for a motorcycle is identified by its warranty status and current value. Aggregate costs for repairs over the life of the motorcycle is also accounted for insofar as the anticipated growth of the aggregate as future repairs will quickly exceed initial purchase price.

The City of Moreno Valley currently contracts for 1 motor sergeant and 9 motor deputies. Maximizing operational efficiencies, it is recommended that we have one (1) motorcycle dedicated to each contracted deputy and three (3) motorcycles used as spares. The motorcycle fleet currently in use are:

- Two (2) 2018 BMW R 1250 RT-P: Spares
- Three (3) 2019 BMW R 1250 RT-P: (2) In-service, (1) spare
- Four (4) 2020 BMW R 1250 RT-P: In service
- Three (3) 2021 BMW R 1250 RT-P: In service

Staff recommends utilizing the single source approach to procuring the motorcycles for two key reasons:

- Riverside BMW is consistently competitive in the bid for producing the required law enforcement vehicle; and
- Required regular maintenance that occurs closest to the Moreno Valley Station reduces lost enforcement time.

To confirm Riverside's competitiveness, staff requested quotes from three BMW motorcycle dealers: Escondido, Long Beach and Riverside.

Riverside BMW’s quote was the most competitive and is the most practical as there is a significant benefit to the Traffic Division to have maintenance in the closest proximity possible.

Dealership	Quote per motorcycle
Escondido:	\$32,003
Long Beach:	Unresponsive
Riverside:	\$31,380

The total price for two (2) 2022 BMW R 1250 RT-P motorcycles is \$62,760.

The purchase of the proposed motorcycles is provided for by the Equipment Replacement Fund 7510 and General Fund 1010. Through the depreciation process, replacement funds (7510) are budgeted and increased as the motorcycles depreciate in value. As part of the biennial budget process, the City has appropriated \$15,000 for the replacement of the police motorcycles in FY 21/22.

Total replacement funds designated for the proposed purchase are \$62,385; and funds required from the FY 21/22 appropriation for motorcycles are \$375.

The two (2) motorcycles to be replaced are:

Year	Asset #	V.I.N.	Available Replacement Funds totaling \$62,760
2018	400288	WB10A1309JZ467152	\$31,192.38
2018	400289	WB10A1307JZ467151	\$31,192.38

**ALTERNATIVES**

Council has the following alternatives:

1. Authorize the purchase of two (2) 2022 BMW R 1250 RT-P police motorcycles and related emergency equipment totaling \$62,760; Authorize the transfer of \$62,385 from the Equipment Replacement Fund to the General Fund, with \$375 coming from the Police Department’s FY 21/22 General Fund budget allocation. *Staff recommends this alternative.*
2. Do not authorize the purchase of two (2) 2021 BMW R 1250 RT-P police motorcycles and related emergency equipment totaling \$62,760. *Staff does not recommend this alternative.*

**FISCAL IMPACT**



The MVPD is requesting City Council to approve the replacement and purchase of two (2) BMW R 1250 RT-P police motorcycles and related emergency equipment totaling \$62,760. Staff is requesting \$62,385 from the Equipment Replacement Fund (7510) and \$375 of the allocation that was previously approved during the FY 21/22 budget approval process to be used for this purchase. Below, details the requested transfers and budget allocations for this purchase:

Approval of FY 2021/22 Transfer of Funds:

Type	Account	Description	Amount
Transfer from:	7510-99-97-88190-901010	Equipment Replacement Reserve	\$62,760
Transfer to:	1010-99-99-91010-807510	General Fund	\$62,760

Expenditure Appropriation:

Description	GL Account No.	Type (Rev/Exp)	FY 21/22 Budget	Proposed Budget Increase/Decrease	FY 21/22 Proposed Budget Amendment
PD – Traffic	1010-60-67-40210-660322 - Mach-Equip, Repl - Vehicles	Exp	\$15,000	\$62,760	\$77,760

## PREPARATION OF STAFF REPORT

Prepared By:  
Shanna Palau  
Senior Contracts Analyst

Department Head Approval:  
John Salisbury  
Chief of Police

Concurred By:  
Felicia London  
Purchasing & Sustainability Division Manager

## CITY COUNCIL GOALS

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

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

## 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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/14/21 1:18 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/15/21 8:43 AM



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jesse Park, Fire Chief

**AGENDA DATE:** January 4, 2022

**TITLE:** VEHICLE DONATION TO THE RIVERSIDE COUNTY FIRE DEPARTMENT

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### **RECOMMENDED ACTION**

#### **Recommendation:**

Adopt Resolution No. 2021-XX acknowledging the 2003 KME 100' Aerial Ladder Fire Truck, Asset No. 400180 with Vehicle Identification Number 1K9AF422883N058613 is surplus property and has been donated to Riverside County Fire Department, which was planned as part of the new Ladder Truck purchase this year.

### **SUMMARY**

This report recommends the City Council adopt the proposed Resolution 2021-XX to acknowledge the surplus designation of the 2003 KME 100' ALFT 202 and the donation of the equipment to Riverside County Fire Department.

This is consistent with the City's plan to purchase the new 2021 KME 1001' ALFT as part of its strategy to adequately furnish Fire Operations with equipment necessary to perform fire services and provide the 2003 KME 100' ALFT 202 to Riverside County Fire Department to be used in training at the Ben Clark Training Center.

### **DISCUSSION**

Government agencies are authorized under state law to acquire real property, vehicles, equipment and other assets through various means including direct purchase, dedication from an individual or entity, and receipt as a gift. Once in possession of the asset, all assets become public property held for the common good of the community.

The depreciation of vehicles and other equipment become technically obsolete, are no longer operable, and / or can be no longer needed by the agency. Government Code

Section 37350, authorizes cities to dispose of real and personal property. City Fiscal Policy #3.05 for the Surplus of Supplies, Materials, and Equipment authorizes the Purchasing Division to dispose of excess equipment by trade-in, sale, or donation.

Understanding that the City of Moreno Valley ordered a new 2021 KME 1001' ALFT as part of its strategy to adequately furnish Fire Operations with equipment necessary to perform fire services, Riverside County Fire Department requested the donation of the surplus vehicle.

In response, the City approved the donation in accordance to the aforementioned policy and in the interest of the common good.

The ALFT was transferred in "as is" condition with no warranty. By accepting the legal interest and ownership of the vehicle, the County of Riverside Fire Department assumed responsibility for all associated maintenance costs, use costs, liability, insurance, registration, taxation, and any other costs associated with ownership.

Additionally, Riverside County Fire Department Officials committed to assigning the 2003 KME 100' ALFT to the Ben Clark Training Center for use with specialized training programs and it also retains its use in the area through the Cooperative Agreement with CAL Fire/ Riverside County Fire Department.

The City of Moreno Valley placed the new 2021 KME 1001' Aerial Ladder Fire Truck in service August 2021.

### **ALTERNATIVES**

1. Adopt Resolution No. 2021-XXX. *Staff recommends this alternative to comply with the purchasing plan of the new Ladder Truck.*
2. Do not adopt Resolution No. 2021-XX. *Staff does not recommend this alternative.*

### **FISCAL IMPACT**

There will be no fiscal impact.

### **NOTIFICATION**

N/A

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Shanna Palau, MPA  
Senior Contracts Analyst

Department Head Approval:  
Jesse Park  
Fire Chief

Concurred By:  
Felicia London  
Purchasing Division Manager

**CITY COUNCIL GOALS**

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Resolution 2022-XX\_City Council\_Vehicle Surplus
- 2. MorenoValley\_SurplusVehicleDonation (002)

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/28/21 2:26 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 2:27 PM

## RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACKNOWLEDGING THE 2003 KME 100' AERIAL LADDER TRUCK AS SURPLUS PROPERTY AND DONATED TO RIVERSIDE COUNTY FIRE DEPARTMENT

WHEREAS, the City of Moreno Valley purchased a KME 100' Aerial Ladder Truck in 2003 with vehicle identification number 1K9AF422883N058613 and City Asset No. 400180; and

WHEREAS, the 2003 KME 100' Aerial Ladder Fire Truck (ALFT) was identified in 2019 by staff to be declared surplus and fully depreciated; and

WHEREAS, said procedure is authorized pursuant to City of Moreno Valley Administrative Policy #3.05; and

WHEREAS, the City purchased a 2021 101' KME ALFT to replace the 2003 KME 100' Aerial Ladder Fire Truck; and

WHEREAS, Riverside County Fire Department requested the donation of the 2003 ALFT to serve unincorporated areas of the County of Riverside, training of new fire fighters at Ben Clark Training Center, and the City of Moreno Valley when needed; and

WHEREAS, the City Manager approved said donation in the spirit of the common good understanding that the equipment retains its use in the area through the cooperative agreement;

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

1. That the 2003 KME 100' Aerial Ladder Truck with vehicle identification number 1K9AF422883N058613 and City Asset No. 400180 has been declared surplus property; and
2. That the 2003 KME 100' Aerial Ladder Truck with vehicle identification number 1K9AF422883N058613 and City Asset No. 400180 was duly donated to County of Riverside Fire Department accordance with City of Moreno Valley Administrative Policy #3.05.

APPROVED AND ADOPTED this 4<sup>th</sup> day of January 2022.

1  
Resolution No. 2022-XX  
Date Adopted: January 4, 2022

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Resolution No. 2022-XX<sup>2</sup>  
Date Adopted: January 4, 2022

Attachment: Resolution 2022-XX\_City Council\_Vehicle Surplus (5530 : VEHICLE DONATION TO THE RIVERSIDE COUNTY FIRE DEPARTMENT)

**RESOLUTION JURAT**

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

I, Pat Jacques-Narez, 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 4<sup>th</sup> day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

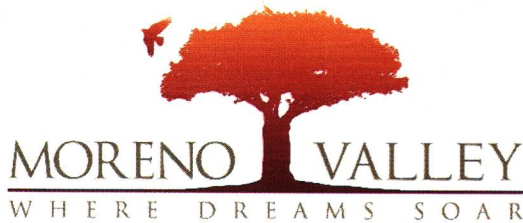
\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2022-XX<sup>3</sup>  
Date Adopted: January 4, 2022

Attachment: Resolution 2022-XX\_City Council\_Vehicle Surplus (5530 : VEHICLE DONATION TO THE RIVERSIDE COUNTY FIRE DEPARTMENT)





**City Manager's Office**  
 14177 Frederick Street  
 P. O. Box 88005  
 Moreno Valley CA 92552-0805  
 Telephone: 951.413.3020

July 16, 2019

Shawn C Newman  
 Fire Chief  
 CAL FIRE/Riverside County Fire  
 210 W. San Jacinto Avenue  
 Perris, CA 92570

Subject: City Surplus Vehicle Donation

Dear Chief Newman:

The City of Moreno Valley is in receipt of your donation request for the 2003 KME 100' Aerial Ladder Fire Truck (ALFT), VIN: 1K9AF42883N058613. Through the City's Surplus Equipment process and according to established policy, the ALFT has been identified and declared surplus. This letter will serve as the City's offer of donation and as its intent to release interest in ownership and transferring legal interest and ownership to the Riverside County Fire Department.

This transfer also recognizes the value derived to the City of Moreno Valley through equipment repairs provided by Riverside County Fire that will keep this unit in Moreno Valley as a Reserve Truck pending receipt of replacement equipment as described below.

All equipment and/or property donated/transferred is in AS IS condition with no warranty. The donation/transfer is final. By accepting the legal interest/ownership of the property, your agency is accepting responsibility for all associated maintenance costs, use costs, liability, insurance, registration, taxation, and any other costs possibly associated with ownership.

The following equipment is offered for donation:

2003 KME 100' Aerial Ladder Fire Truck, VIN: 1K9AF42883N058613, license # 1181021, 88,595 miles as of July 15, 2019.

The City of Moreno Valley has recently entered into an agreement with KME to purchase a new 101' Aerial Fire Truck. The City anticipates receiving this new fire apparatus in approximately 14 months.

Attachment: MorenoValley\_SurplusVehicleDonation (002) (5530 : VEHICLE DONATION TO THE RIVERSIDE COUNTY FIRE DEPARTMENT)

Riverside County Fire Department Officials have committed to making the 2003 KME 100' Aerial Ladder Fire Truck available to the City of Moreno Valley and Unincorporated County areas until such time the City takes delivery of its new Aerial Apparatus.

Ultimately, this 2003 Aerial Ladder Truck will be assigned to the Ben Clark Training Center for use with specialized training programs. We also recognize that donation of this surplus equipment retains it for use in our area through the Cooperative Agreement that has served Moreno Valley exceedingly well over many years.

After approval and acceptance by the County Board of Supervisors, the City will arrange for transfer of the vehicle and title. Should you have any questions, please contact Felicia London, Public Safety Contracts Administrator, at (951) 486-6788.

Cordially,



Thomas M. DeSantis  
City Manager



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager  
Steve Quintanilla, Interim City Attorney

**AGENDA DATE:** January 4, 2022

**TITLE:** COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (RESO. NO. 2022-\_\_)

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### **RECOMMENDED ACTION**

#### **Recommendations:**

That the City Council adopt Resolution No. 2022-XX 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;
- 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;
- 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;
- Continue to comply with AB 361 Revisions to the Brown Act; 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.

### **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.

### **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.

### **Continue compliance of AB 361 Revisions to the Brown Act**

On September 16, 2021, Governor Gavin Newsom signed into law AB 361 (Chapter 165, Statutes of 2021), enabling local public agencies to continue to use

teleconferencing without complying with certain Brown Act provisions. Then on September 20, 2021, Governor Newsom issued Executive Order N-15-21, delaying the full application of AB 361 (which would typically be effective immediately, as urgency legislation) until 11:59 pm October 1, 2021. These moves are the latest in a series of adjustments made to Brown Act rules for teleconference since the beginning of the COVID-19 pandemic. The City Council continues to impose and/or recommend measure to promote social distancing and therefore continued compliance of AB 361 will continue.

### **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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Pandemic Resolution 12.21.22

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/13/21 8:27 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/13/21 8:30 AM

## RESOLUTION NO. 2022-\_\_\_\_

**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

1  
Resolution No. 2022-  
Date Adopted: January 4, 2022

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 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. 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;
  - k. 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;
  - l. Continue to comply with AB 361 Revisions to the Brown Act; and
  - m. 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 4<sup>th</sup> day of January, 2022

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Interim City Attorney



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** January 4, 2022

**TITLE:** SECOND READING AND ADOPTION OF ORDINANCE NO. 983, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 6.03 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIREMENTS)

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### **RECOMMENDED ACTION**

**Recommendation:**

Conduct the second reading by title only and adopt Ordinance No. 983.

### **SUMMARY**

This item is the second reading of the Ordinance to amend the City of Moreno Valley Municipal Code Title 6 adding Chapter 6.03 Mandatory Organic Waste Disposal Reduction Requirements.

### **DISCUSSION**

The Ordinance amends the City of Moreno Valley Municipal Code Title 6 adding Chapter 6.03 Mandatory Organic Waste Disposal Reduction Requirements which is a required State mandate under Senate Bill 1383. The SB 1383 regulatory requirements refer to the Organic Waste Reduction regulations that were developed by the California Department of Resources Recycling and Recovery (CalRecycle). These regulations will go into effect January 1, 2022, which mandate that organic waste generators, waste haulers, and other entities comply with the requirements of the regulations.

The proposed ordinance allows the City of Moreno Valley to comply with and implement SB 1383 requirements, such as:

1. Provide separate organic waste collection services to all residents, multi-family units and businesses.
2. Work with edible food recovery programs to enhance edible food recovery from potential waste.
3. Conduct an enhanced educational and marketing campaign, targeting residents, multi-family units and businesses impacted by the new mandate.
4. Enhance efforts to procure recycled organic waste products.
5. Establish a monitoring schedule to enforce compliance with the newly enacted mandate.
6. Implement a new record keeping mechanism to track violators.

Jurisdictions must have their plans in place by January 1, 2022, and are required to take enforcement on non-compliant entities by January 1, 2024. While the local jurisdiction may designate a public or private entity to fulfill some of its regulatory responsibilities with written agreements or contracts, the local jurisdiction itself remains responsible for its SB 1383 compliance by enforcing other entities to comply with the regulations outlined in the ordinance. However, the local jurisdiction is not allowed to delegate the authority to impose civil penalties to a private entity. In addition, there are other SB 1383 regulatory requirements placed on the local jurisdictions that are not included that CalRecycle may enforce, including certain record keeping requirements, contamination monitoring, procurement and outreach requirements.

### **ALTERNATIVES**

1. Conduct the second reading by title only and adopt the Ordinance to amend Municipal Code Title 6, adding Chapter 6.03 Mandatory Organic Waste Disposal Reduction Requirements. *Staff recommends this alternative as it will allow the City of Moreno Valley to be in compliance with SB 1383.*
2. Do not adopt Ordinance. *Staff does not recommend this alternative as the City will not be in compliance of SB 1383 and would be subject to State fines. If City of Moreno Valley fails to comply with state mandates, the City will be subject to a \$10,000 fine per day by CalRecycle for noncompliance.*

### **FISCAL IMPACT**

The fiscal impacts associated with the approval of this ordinance is unknown at this time. It is anticipated that there will be administrative costs incurred by the City to implement the necessary record keeping required to implement and monitor these mandated regulations.

## **NOTIFICATION**

Publication of Agenda

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Anna Chacon  
Management Analyst

Department Head Approval:  
Brian Mohan  
Assistant City Manager

Concurred By:  
Felicia London  
Purchasing and Sustainability Manager

## **CITY COUNCIL GOALS**

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

**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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. 2 SB 1383 Organics Recycling Ordinance - Final

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/14/21 1:21 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/15/21 8:44 AM

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 6.03 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIREMENTS) TO TITLE 6 (HEALTH AND SANITATION) OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, TO ESTABLISH REGULATIONS IN COMPLIANCE WITH AB 341, AB 1826, AND SB 1383 AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

**WHEREAS**, the City of Moreno Valley (“City”) is a General Law city organized pursuant to Article XI of the California Constitution; and

**WHEREAS**, State recycling law, Assembly Bill 939, known as the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

**WHEREAS**, State recycling law, Assembly Bill 341 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program; and

**WHEREAS**, State organics recycling law, Assembly Bill 1826 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program; and

**WHEREAS**, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

**WHEREAS**, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, and

**WHEREAS**, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations; and

**WHEREAS**, on \_\_\_\_\_, 2021, the City Council conducted a legally noticed public hearing for this Ordinance, and has considered all oral and written testimony from members of the public and City staff, including but not limited to, all staff reports and exhibits and accompanying documents; and

**WHEREAS**, all legal prerequisites for the adoption of this Ordinance have occurred.

***THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:***

Section 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

Section 2. The Ordinance is consistent with the City’s General Plan, the City of Moreno Valley Municipal Code, and applicable Federal and State Laws.

Section 3. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics and recyclables, represent actions by a regulatory agency (the City) for the protection of the environment. Additionally, the proposed ordinance is not a "Project" for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

Section 4. The Ordinance is hereby adopted by the addition of a new Chapter 6.03 "MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIREMENTS," in

Title 6 of the City of Moreno Valley Municipal Code to read in its entirety as shown in Attachment "A" attached hereto and incorporated herein by this reference.

Section 5 The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect in accordance with the "Effective Date" stated in Section 6.03.190 of Attachment "A" after its final passage.

Attachment: 2 SB 1383 Organics Recycling Ordinance - Final [Revision 1] (5638 : SECOND READING AND ADOPTION OF ORDINANCE NO.983, AN



APPROVED AND ADOPTED this 4th day of January 2022.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. \_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_

CITY CLERK

(SEAL)

**Attachment A**

Chapter 6.03, "MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIREMENTS," in Title 6 of the City of Moreno Valley Municipal Code

Attachment: 2 SB 1383 Organics Recycling Ordinance - Final [Revision 1] (5638 : SECOND READING AND ADOPTION OF ORDINANCE NO.983, AN

## Chapter 6.03 - MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIREMENTS

- 6.03.010 - Findings.
- 6.03.020 - Definitions.
- 6.03.030 - Authorizations.
- 6.03.040 - Non-Delegable Responsibilities.
- 6.03.050 - Delegable Responsibilities.
- 6.03.060 - Requirements for Single-Family Generators.
- 6.03.070 - Requirements for Commercial Businesses.
- 6.03.080 - Waivers for Generators.
- 6.03.090 - Requirements for Commercial Edible Food Generators.
- 6.03.100 - Requirements for Food Recovery Organizations and Services.
- 6.03.110 - Requirements for Haulers and Facility Operators.
- 6.03.120 - Self-Hauler Requirements.
- 6.03.130 - Compliance with CALGreen Recycling Requirements.
- 6.03.140 - Model Water Efficient Landscaping Ordinance Requirements (MWELO).
- 6.03.150 - Procurement Requirements for City Departments, Direct Service Providers, and Vendors.
- 6.03.160 - Inspections and Investigations.
- 6.03.170 - Enforcement.
- 6.03.180 - Coordination and Interpretation in Conjunction with Related Solid Waste Ordinances.
- 6.03.190 - Effective Date.

### 6.03.010 Findings.

The City finds:

- A. State recycling law. Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse and recycle (including Composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste to conserve water, energy and other natural resources, and to protect the environment.
- B. State recycling law. Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to

arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.

- C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.
- D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- F. Requirements in this ordinance are consistent with other adopted goals and policies of the City of Moreno Valley Municipal Code Chapter 6.03 - Mandatory Organic Waste Disposal Reduction Requirements:

### **6.03.020 Definitions**

“Authorized Collector” means a private contractor authorized to provide collection services on behalf of the City through contract, exclusive franchise agreement, or non-exclusive franchise agreement.

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"City" means the City of Moreno Valley, California, within its jurisdictional boundaries.

"City Enforcement Official" means the City Manager or his/her authorized designee(s) who is/are partially or wholly responsible for enforcing the ordinance.

"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, as defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator, as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

"Compliance Review" means a review of records by a City to determine compliance with this Chapter.

"Community Composting" means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

"Compostable Plastics" or "Compostable Plastic" means food-service and food-packaging plastic materials or plastic bags used for collecting organics material that are placed in the Green Container and transported to a compostable material handling operations or facilities, in-vessel digestion operations or other facility provided the organic waste processing facility accepts the material and has provided written notification annually to the City stating that the facility can process and recover that material for composability, as defined in 14 CCR Section 18984.1(a)(1)(A).

"Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, as defined in 14 CCR Section 18982(a)(55).

"C&D" means construction and demolition debris.

"Designated Source Separated Organic Waste Facility", as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

1. The facility is a "transfer/processor," as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.
  - a. If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility".
2. The facility is a "composting operation" or "composting facility" as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.

If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility." For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).

"Designee" means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this ordinance as authorized

in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, as defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, as defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities as defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;



2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, as defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, as defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, and Food-Soiled Paper.

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Per the definition provided in 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid, or gray with a black lid.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), as defined in 14 CCR Section 17402(a)(6.5).

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, as defined in 14 CCR Section 18982(a)(30).

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the Jurisdiction’s collection service area, as defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where a Jurisdiction reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, as defined in 14 CCR Section 18982(a)(35).

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39)

differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of City or county regulations related to Solid Waste, as defined in 14 CCR Section 18982(a)(40).

"Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

"MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

"Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the Composting process, as defined in 14 CCR Section 18982(a)(41).

"Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, as defined in 14 CCR Section 18982(a)(42):

1. Special district(s) located within the boundaries of the City.
2. Federal facilities, including, without limitation, military installations, located within the boundaries of the City.
3. Prison(s) located within the boundaries of the City, excepting that private prisons are considered Commercial Businesses and do not fall within this definition.
4. Facilities operated by the State park system located within the boundaries of the City.
5. Public universities (including community colleges) located within the boundaries of the City.
6. County fairgrounds located within the boundaries of the City.
7. State agencies located within the boundaries of the City.

"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, as defined in 14 CCR Section 18982(a)(43).

"Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, as defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, untreated lumber, wood, manure, biosolids, digestate, and sludges as defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

"Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, as defined in 14 CCR Section 18982(a)(48).

"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, as defined in 14 CCR Section 18982(a)(51). Paper Products, when source separated, shall be considered Source Separated Recyclable Materials.

"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, as defined in 14 CCR Section 18982(a)(54). Printing and Writing Papers, when source separated, shall be considered Source Separated Recyclable Materials.

"Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

"Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, as defined in 14 CCR Section 18982(a)(60).

"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), as defined in 14 CCR Section 18982(a)(49).

"Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, as defined in 14 CCR Section 18982(a)(61).

“Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, as defined in 14 CCR Section 18982(a)(62).

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, as defined in 14 CCR Section 18982(a)(64).

“Route Review” means a visual inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical inspection methods such as the use of cameras, as defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, as defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, as defined in 14 CCR Section 18982(a)(66)(A).

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and

semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, as defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from other Solid Waste for the purposes of collection and processing

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste; Non-Compostable Paper; Paper Products; Printing and Writing Paper; and any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related Composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, as defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

“Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, as defined in 14 CCR Section 189852(a)(76).

**6.03.030 Authorization**

The City Manager, or his or her designee, is hereby authorized to make any determinations, or undertake or arrange for any programs or activities required to implement and enforce the SB 1383 Regulations. The SB 1383 Regulations are hereby incorporated into this Chapter in their entirety as if fully set forth herein.

**6.03.040. Non-Delegable Responsibilities**

In undertaking his or her obligations under Section 6.03.030, the City Manager or his or her representative, shall have sole authority and responsibility to perform the following non-delegable determinations, programs or activities, and in so doing may utilize City personnel.

- A. Initially determine, or modify, the Organic Waste collection services approach to be used by the City, either the standard organic waste collection services set forth in Article 3 of the SB 1383 Regulations, or the performance-based collection services set forth in Article 17 of the SB 1383 Regulations, following consultation with the Authorized Collector.
- B. Adopting Organic Waste Recovery and Edible Food Recovery standards and policies consistent with SB 1383 Regulations.
- C. Granting of waivers from certain SB 1383 Regulations to an Organic Waste Generator, and preparation and maintenance of records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.11.
- D. Conducting inspections and investigations in accordance with Section 18995.1 of Organic Waste Generators for compliance with applicable SB 1383 Regulations, and preparation and maintenance of records regarding such activities.
- E. Conducting inspections and investigations of complaints in accordance with Section 18995.3 of alleged violations of Chapter 12 of the SB 1383 Regulations, and preparation and maintenance of records regarding such activities.
- F. Applying for waivers or exemptions from certain SB 1383 Regulations granted by CalRecycle and maintaining records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.12.



- G. Applying for waivers from SB 1383 requirements granted by CalRecycle in the event of emergencies or disasters and maintaining records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.13.
- H. Regulating Food Recovery Organizations and Food Recovery Services for their compliance with applicable SB 1383 Regulations.
- I. Regulating Organic Waste Generators for their compliance with applicable SB 1383 Regulations.
- J. Initiating, inspecting, and prosecuting enforcement actions against Authorized Collectors, Food Recovery Organizations, Food Recovery Services and Organic Waste Generators for violation of this ordinance, including the determination and assessment of penalties as set forth in 14 CCR Sections 18995.1, 18995.4, 18997.1 and 18997.2.
- K. Receipt and investigation of written complaints of alleged violations of Chapter 12 of Title 14 as set forth in 14 CCR Section 18995.3.
- L. Procuring of recycled content paper for use by the City as set forth in 14 CCR Section 18993.3.
- M. Adopting CALGreen Building Standards as set forth in 14 CCR Section 18989.1 and adopting a Water Efficient Landscaping Ordinance as set forth in 14 CCR Section 18989.2.
- N. Undertaking Organic Waste capacity planning, as set forth in 14 CCR Section 18992.1, and Edible Food Recovery capacity planning, as set forth in 14 CCR Section 18992.2.
- O. Maintaining and submitting records and reports required by the SB 1383 Regulations.

#### **6.03.050. Delegable Responsibilities**

Except for those determinates, programs, or activities that are non-delegable as set forth under Section 6.03.050, in undertaking his or her obligations under Section 6.03.040, the City Manager or his or her designee, may undertake programs or activities implementing applicable provisions of the SB 1383 Regulations, and in so doing may utilize City personnel, or may make arrangements for these delegable programs or activities as set forth in the SB 1383 Regulations with an Authorized Collector, Food Recovery Organization, Food Recovery Service, other private or non-profit entities, or through agreements with other jurisdictions.

#### **6.03.060. Requirements for Single-Family Generators.**

Organic Waste Generators shall subscribe to a City approved waste hauler three-container collection service, which includes a Blue Container, Green Container and Gray Container, and shall comply with the following requirements, except Single-

Family Generators that meet the Self-Hauler requirements in the City of Moreno Valley Municipal Code and to the extent permitted by the Code.

- A. Shall subscribe to and pay for City's approved Organic Waste collection services for all Organic Waste generated as described in Section 6.03.060(B). City or its Designee shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials regardless of City waste disposal franchise agreement; and, Single-Family Generators shall adjust their service level for collection services as requested by the City or its Authorized Collector. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
  - 1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container. It shall be unlawful and a violation of this chapter to place Contamination in a collection container, and may subject the Generator to a contamination processing fee or enforcement action as set forth in Section 6.03.140.

**6.03.070 Requirements for Commercial Businesses.**

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- A. Subscribe to and pay for City approved waste hauler three-container collection services and comply with requirements of those services as described below in Section 6.03.070(B), except Commercial Businesses that meet all Self-Hauler requirements set forth in the City of Moreno Valley Municipal Code. City representative or its Authorized Collector shall have the right to review the number and size of a Generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City representative or its Authorized Collector.

- B. Exception: Commercial Businesses that meet the Self-Hauler requirements in this Chapter shall follow the City's Organic Waste Collection requirements by placing designated materials in designated containers as described below.
1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container. It shall be unlawful and a violation of this chapter to place Contamination in a collection container, and may subject the Generator to a contamination processing fee or enforcement action as set forth in Section 6.03.140.
  2. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Subsections 3(a) and 3(b) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 6.03.120.
  3. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
    - a. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
    - b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted

text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

4. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements in Subsection 3(b) pursuant to 14 CCR Section 18984.9(b).
5. To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 6.03.120.
6. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for Contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
9. Provide or arrange access for City representative or its Authorized Collector to their properties during all Inspections conducted in accordance with 6.03.160 of this Chapter to confirm compliance with the requirements of this Chapter.
10. Accommodate and cooperate with City's program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented by City at a later date, to evaluate Generator's compliance with this Section 6.03.070(B).

- 11. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 6.03.120 of this Chapter.
- 12. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- 13. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 6.03.090.

**6.03.080 Waivers for Generators.**

A. De Minimis Waivers - City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 6.03.080(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

- 1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 6.03.080(A)(2) below.
- 2. Provide documentation that either:
  - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
  - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
- 3. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
- 4. Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

- B. Physical Space Waivers - City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 6.03.070. A Commercial Business or property owner may request a physical space waiver through the following process:
  - 1. Submit an Exemption Request form to the Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.
  - 2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
  - 3. Provide written verification to the City Manager or his/her designee that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

**6.03.090 Requirements for Commercial Edible Food Generators.**

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3 and 14 CCR Section 18991.4.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section and the SB 1383 Regulations, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
  - 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  - 2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

- 3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  - 4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
  - 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - a. A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
      - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
      - iii. The established frequency that food will be collected or self-hauled.
      - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
  - 6. No later than July 1st of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the records listed in Section 6.03.090(C)(5)(c).
- D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with

Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

**6.03.100 Requirements for Food Recovery Organizations and Services.**

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(l):
  - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
  - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
  - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
  
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
  - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
  - 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
  
- C. Food Recovery Organizations and Food Recovery Services shall inform Generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
  
- D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written



agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1, 2022.

- E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

**6.03.110 Requirements for Haulers and Facility Operators.**

- A. Exclusive or non-exclusive franchised hauler(s), as applicable, providing residential, Commercial, or industrial Organic Waste collection services to Generators within the City's boundaries shall meet the following requirements as a condition of approval of a contract, agreement, or similar contractual authorization with the City to collect Organic Waste:
  1. Through written notice to the City annually on or before July 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
  2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.
  3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 6.03.100 hereof.
  4. The authorization of exclusive or non-exclusive franchised hauler(s), as applicable, to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, Contamination,

monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement with the City.

- B. It shall be a violation of this chapter for any person to collect Organic Waste or provide any services related thereto unless such person is an Authorized Collector.
- C. Requirements for Facility Operators and Community Composting Operations
  - 1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
  - 2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

**6.03.120 Self-Hauler Requirements.**

- A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires Generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
  - 1. Delivery receipts and weight tickets from the entity accepting the waste.

2. The amount of material in cubic yards or tons transported by the Generator to each entity.
  3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- D. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 6.03.120(C) to the City if requested and within ten (10) days of such request.

### 6.03.130 Compliance with CALGreen Recycling Requirements

- A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

- B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:
1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
  2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials,

consistent with the three container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

- 3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with all written and published City policies, ordinances, and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

**6.03.140 Model Water Efficient Landscaping Ordinance Requirements (MWELo).**

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch as delineated in this Section 6.03.140.
- B. The following Compost and mulch use requirements that are part of the MWELo are now also included as requirements of this Chapter. Other requirements of the MWELo are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.
- C. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in **Section 7.17.120(A)** above shall:
  - 1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
    - a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
    - b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or

direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

- c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
2. The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 6.03.140(A) shall consult the full MWELo for all requirements.
- D. If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires jurisdictions to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

**6.03.150 Procurement Requirements for City Departments, Direct Service Providers and Vendors.**

- A. City departments, and direct service providers to the City, as applicable, must comply with the City-adopted procurement policy for Recovered Organic Waste Product Recycled-Content Paper.
- B. All vendors providing Paper Products and Printing and Writing Paper to the City shall:
  - 1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products, Printing, and Writing Paper are available at the same or lesser total cost than non-recycled items.

2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
5. Provide records to the City's designated personnel member for purposes of Recovered Organic Waste Product procurement recordkeeping in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 6.03.150(B)(3) and (B)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

#### **6.03.160 Inspections and Investigations.**

- A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.

- B. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City Representative and Authorized Collector during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises, or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- C. Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives/personnel and/or Designee are authorized to conduct any Inspections or other investigations of Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

#### **6.03.170 Enforcement**

- A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City representative and/or Community Enhancement Officer. Enforcement Actions under this Chapter include, but are not limited to, issuance of an administrative citation and assessment of a fine. In addition to the procedures in this section 6.03.170, the City may enforce this Chapter consistent with the procedures in the City of Moreno Valley Municipal Code Chapter 1.10.
- B. Other remedies allowed by law may be used for enforcement, including but not limited to civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- C. Responsible Entity for Enforcement

1. Enforcement pursuant to this Chapter may be undertaken by the City Representative and/or Community Enhancement Officer authorized and legally able to undertake such action.
  - a. The City Representative and/or Community Enhancement Officer will interpret this Chapter; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
  - b. The City Representative and/or Community Enhancement Officer may issue Notices of Violation(s).

#### D. Process for Enforcement

1. The City Representative and/or Community Enhancement Officer will monitor compliance with this Chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. Section 6.03.160 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. Contamination Prevention.
  - a. For incidences of Prohibited Container Contaminants found by City or its Designee in containers, City will issue a Notice of Violation to any Generator found to have Prohibited Container Contamination in a container. Prior to issuance of a Notice of Violation, City's Authorized Collector may provide an informal warning(s) or notice(s) of Container Contaminants via cart tag. Thereafter, any Notice of Violation shall be provided by the City in person or via mail within two (2) days after City determines a violation has occurred with respect to Prohibited Container Contaminants. If the City or its Authorized Collector observes Prohibited Container Contaminants in a Generator's containers on more than two (2) occasion(s) in any calendar year starting January 1, the City may assess an administrative fine or penalty on the Generator in accordance with Section 6.03.170(E).
  - b. In addition to 6.03.170(D)(3)(a), City's Authorized Collector may implement through its service rate structure a Contamination service charge for customers committing incidents of Prohibited Container Contaminants. The Authorized Collector shall provide such customers with written notice and/or cart tags, or such other procedures required under any contract, agreement, or similar contractual authorization between the City and its Authorized



Collector, prior to levying any Contamination service charge. The foregoing Contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the assessment of a Contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the City and its Authorized Collector assigned to collect Organic Waste.

- 4. With the exception of violations of Generator Contamination of container contents addressed under Section 6.03.170(D)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- 5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an Enforcement Action to impose penalties, via an administrative citation and fine.
- 6. Notices shall be sent to "property manager/owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

E. Penalty Amounts for Types of Violations. The penalty levels for City-issued Notices of Violation are as follows:

- 1. For a first violation, the amount of the base penalty shall be \$100 per violation.
- 2. For a second violation, the amount of the base penalty shall be \$200 per violation.
- 3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

F. Compliance Deadline Extension Considerations. The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section 6.03.170 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- 1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters, including, without limitation, pandemics or epidemics;

- 2. Delays in obtaining discretionary permits or other government agency approvals; or,
- 3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

G. Appeals Process. Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to the appeal in procedures in Moreno Valley Municipal Code Section 1.10.170.

H. Education Period for Non-Compliance. Beginning January 1, 2022 and through December 31, 2023, City will conduct inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if the City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties beginning on January 1, 2024.

I. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this section 6.03.170, as needed.

J. Enforcement Table - Non-exclusive List of Violations.

Table 1 below provides a non-exclusive list of violations of this Chapter, which may subject an entity to an Enforcement Action pursuant to this Section 6.03.170.

**Table 1. List of Violations**

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement  Section 6.03.070	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with the City requirements and as outlined in chapter 6.03, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement  Sections 6.03.060 and 6.03.070	Organic Waste Generator fails to comply with requirements adopted pursuant to chapter 6.03 for the collection and Recovery of Organic Waste.
Hauler Requirement  Section 6.03.110	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by Chapter 6.03.
Hauler Requirement  Section 6.03.110	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by Chapter 6.03.
Hauler Requirement  Section 6.03.110	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by Chapter 6.03.
Self-Hauler Requirement  Section 6.03.120	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement  Section 6.03.090	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with Section 6.03.090 commencing January 1, 2022.
Commercial Edible Food Generator Requirement  Section 6.03.090	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food

	Recovery Service and comply with this Section 6.03.090 commencing January 1, 2024.
Commercial Edible Food Generator Requirement Section 6.03.090	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service  Sections 6.03.070 and 6.03.090	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator  Section 6.03.090	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 6.03.090.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations  Section 6.03.100	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 6.03.100.

**6.03.180 Coordination and Interpretation in Conjunction with Related Solid Waste Ordinances.**

In interpreting this Chapter in conjunction with the City's general Solid Waste regulations (Moreno Valley Municipal Code Chapter 6.02), in the event of any conflict between this Chapter and Chapter 6.02 that cannot be reasonably harmonized through the application of lawful principles of statutory construction, the provisions of this Chapter shall control with respect to all issues specific to the regulation of organic and Food Waste collection, disposal, enforcement and penalties.

**6.03.190 Effective Date**

This Chapter shall be effective commencing January 1, 2022.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** January 4, 2022

**TITLE:** RECEIVE THE ANNUAL AB1600 COMPLIANCE REPORT FOR FISCAL YEAR 2020-21

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Receive and file the Annual AB 1600 Compliance Report for FY 2020-21 in compliance with California Government Code sections 66006 and 66001.
2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

### **SUMMARY**

Government Code Section 66006 requires cities that impose impact fees to render an annual accounting of the fees and to provide findings that support the retention of any fees that have been held in excess of five years and remain unexpended or have not been committed to projects. The City has no Development Impact Fees (DIF) that are unexpended and uncommitted for a period of five years or more.

Government Code Section 66001 requires cities that impose impact fees must make certain findings described in section 66001(d)(1) every five years as a component of the annual report.

The information included in this staff report is provided to comply with State law.

### **DISCUSSION**

Government Code Section 66006 requires cities imposing impact fees to undertake an annual accounting of such fees within 180 days of the fiscal year end, and that the accounting be made available for public review. The accounting must provide the

beginning and ending balances for the fiscal year, receipts, disbursements, interest earned and any other income that was received. The report must also include a description of how the fees were expended during the past year. If fees are unexpended, whether committed or uncommitted for a period of five or more years, the report must include a finding regarding the continuing need for the fees. If a continuing need cannot be shown, State law requires that the City refund the unused, uncommitted fees. The City's report contains no such instances of Development Impact Fees that remain unexpended and uncommitted.

The attached Annual AB 1600 Compliance Report is for the fiscal year ended June 30, 2021, and has been prepared in compliance with the California Government Code Section 66006 regarding the annual accounting for impact fees. The accounting was completed and the required information was made available to the public within the required time frame of 180 days subsequent to fiscal year end. The report has been on file in the City Clerk's office since November 30, 2021 and available for public review which is also in compliance with state law requiring that the report be made available at least 15 days prior to being considered by the City Council.

This report does not include any findings that require the return of unexpended or uncommitted DIF fees. This report does make a finding for continuing to hold previously collected development impact fees since all funds collected and held by the City as of June 30, 2021, within each of the 13 respective Development Impact Fee funds, have been designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on December 11, 2012, and the Capital Improvement Plan approved by the City Council on June 4, 2019.

Interest earnings attributable to the DIF funds totaled \$32,869.54 for the year.

Government Code Section 66001(d)(1) requires that at least every five years certain findings be made with respect to each impact fee being assessed. The following information is provided to satisfy the four requirements of this code section:

**(A) Identify the purpose to which the fee is to be put** – The purpose of the development impact fee program is to ensure that new development is paying its share of the transportation infrastructure and facility costs associated with the growth resulting from that development. The program includes projects related to Arterial Street Improvements, Traffic Signal Improvements, Fire Facilities, Police Facilities, Park Improvements, Recreation Centers, Libraries, City Hall, Corporate Yard, Interchange Improvements, Maintenance Equipment, Animal Shelter Facilities and Impact Fee Administration.

**(B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged** – The fees are based on the relationship between the needed transportation infrastructure and facility costs associated with the growth resulting from new development.

**(C) Identify all sources and amounts of funding anticipated for incomplete improvements** – Facilities to be funded from development impact fees are also funded by other sources including gas tax, Measure A, General Fund, and grant funding. The specific funding sources utilized for each project depend on funds availability at the time a project is moved forward.

**(D) Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund** – The receipt of funding and the construction of improvements is dependent upon when undeveloped land remaining in the City is developed. Facilities constructed utilizing development impact fee funding are constructed when all required funding is available and the City Engineer has determined that it is appropriate for the project to move forward.

## **ALTERNATIVES**

The following alternatives are available to the City Council:

1. Approve and accept the Annual AB 1600 Compliance Report for FY 2020/21 in compliance with California Government Code Section 66006 and approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. *Staff recommends this alternative to comply with the reporting requirements of the California Government Code.*
2. Approve and accept the Annual AB 1600 Compliance Report for FY 2020/21 in compliance with California Government Code Section 66006 but reject the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. *Staff does not recommend this alternative in that this action could result in the need to refund unexpended fees such that projects and debt service intended to be funded through these fees would be left without a funding source.*

## **FISCAL IMPACT**

There is no fiscal impact resulting from the recommended action; the information included in the staff report is provided to comply with State law.

## **NOTIFICATION**

Publication of the agenda. The Annual AB 1600 Compliance Report for FY 2020/21 was made available for public review in the City Clerk's Office on November 30, 2021.

## **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**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. AB 1600 Report FY 2021

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/27/21 4:09 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 11:45 AM



City of Moreno Valley

Annual AB 1600  
Compliance Report

For the Fiscal Year Ended  
June 30, 2021



**City of Moreno Valley  
Annual AB1600 Compliance Report  
For the Fiscal Year Ended June 30, 2021**

Pursuant to Government Code Section 66006, the following report on the receipt, use and retention of development impact fees for fiscal year ended June 30, 2021 is hereby presented to the City Council for review and approval.

Fund Number / Fund Name	Beginning Fund Balance July 1, 2020	Receipts	Disbursements	Transfers In	Interest Earnings	Ending Fund Balance June 30, 2021
2901 Arterial Streets Development Impact Fee	\$ 3,190,662.22	\$ 1,106,403.66	\$ (1,257,143.00)	\$ 1,057,143.00	\$ 14,925.05	\$ 4,111,990.93
2902 Traffic Signal Development Impact Fee	\$ 937,569.84	\$ 518,079.72	\$ (302,000.00)	\$ 190,468.00	\$ 10,162.53	\$ 1,354,280.09
2903 Fire Facility Development Impact Fee	\$ 4,298,689.72	\$ 922,790.97	\$ (240,914.00)	\$ -	\$ 11,418.59	\$ 4,991,985.28
2904 Police Facility Development Impact Fee	\$ (4,569,015.86)	\$ 484,673.63	\$ (641,039.00)	\$ -	\$ -	\$ (4,725,381.23)
2905 Parkland Facilities Development Impact Fee	\$ 4,478,810.67	\$ 1,234,211.66	\$ (1,318,055.00)	\$ 145,997.00	\$ (16,421.93)	\$ 4,524,542.40
2907 Recreation Center Development Impact Fee	\$ 332,230.95	\$ 374,957.44	\$ -	\$ -	\$ -	\$ 707,188.39
2908 Libraries Development Impact Fee	\$ 5,118,601.40	\$ 177,162.19	\$ -	\$ 130,198.00	\$ (3,581.22)	\$ 5,422,380.37
2909 City Hall Development Impact Fee	\$ 700,978.55	\$ 169,389.21	\$ (480,000.00)	\$ 426,474.00	\$ 5,593.25	\$ 822,435.01
2910 Corporate Yard Development Impact Fee	\$ 2,185,897.22	\$ 464,437.06	\$ -	\$ -	\$ 13,073.47	\$ 2,663,407.75
2911 Interchange Improvements Development Impact Fee	\$ 832,320.04	\$ 755,456.30	\$ (300,000.00)	\$ -	\$ (5,760.85)	\$ 1,282,015.49
2912 Maintenance Equipment Development Impact Fee	\$ 1,066,817.93	\$ 143,282.92	\$ -	\$ -	\$ 3,460.65	\$ 1,213,561.50
2913 Animal Shelter Development Impact Fee	\$ 155,583.05	\$ 106,368.39	\$ -	\$ -	\$ -	\$ 261,951.44
2914 Administration Development Impact Fee	\$ 368,611.84	\$ 129,144.24	\$ (50,000.00)	\$ -	\$ -	\$ 447,756.08

The reservation of Fund Balance and disbursement information for each of the above funds is as follows:

Attachment: AB 1600 Report FY 2021 [Revision 1] (5611 : RECEIVE THE ANNUAL AB 1600 COMPLIANCE REPORT)

**Fund 2901 - Arterial Streets Development Impact Fee**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Debt Service – 2013 Refunding Lease Revenue Bonds Current Year	\$ 628,569.00	100%
Debt Service – 2014 Refunding Lease Revenue Bonds Current Year	\$ 428,574.00	100%
Indian Street / Cardinal Avenue Bridge (Over Lateral A)	\$ 200,000.00	100%
	<u>\$ 1,257,143.00</u>	

Fund Balance Designations:

Existing Debt Service and Future Arterial Streets Development	<u>\$ 4,111,990.93</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

**Fund 2902 - Traffic Signal Development Impact Fee**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Moreno Valley Ranch/Pigeon Pass Road ITS projects	\$ 302,000.00	56%
	<u>\$ 302,000.00</u>	

Fund Balance Designations:

Future Traffic Signal Development	<u>\$ 1,354,280.09</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

**Fund 2903 - Fire Facility Development Impact Fees**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Debt Service – 2013 Refunding Lease Revenue Bonds	\$ 143,304.00	100%
Debt Service – 2014 Refunding Lease Revenue Bonds	\$ 97,610.00	100%
	<u>\$ 240,914.00</u>	

Fund Balance Designations:

Future Fire Facility	<u>\$ 4,991,985.28</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

**Fund 2904 - Police Facility Development Impact Fee**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Debt Service – 2013 Refunding Lease Revenue Bonds	\$ 381,993.00	100%
Debt Service – 2014 Refunding Lease Revenue Bonds	\$ 259,046.00	100%
	<u>\$ 641,039.00</u>	

Fund Balance Designations:

Future Police Facility	<u>\$ (4,725,381.23)</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

**Fund 2905 - Parkland Facilities Development Impact Fee**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Juan Bautista e Anza Multi-User Trail Gap Closure	\$ 350,000.00	12%
Civic Center Demonstration Garden	\$ 316,495.00	47%

Moreno Valley Bark Park Design Services	\$	171,560.00	100%
Park Restroom Improvements	\$	30,000.00	100%
Civic Center Amphitheater	\$	450,000.00	28%
		<u>\$ 1,318,055.00</u>	

Fund Balance Designations:

Future Parkland Facility	\$	4,524,542.40	
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

**Fund 2907- Recreation Center Development Impact Fee**

<u>Disbursements:</u>		<b>% Funded by Impact Fees</b>
No Disbursements	\$ -	0%
	<u>\$ -</u>	

Fund Balance Designations:

Future Recreation Center	\$	707,188.39	
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

**Fund 2908 - Libraries Development Impact Fee**

<u>Disbursements:</u>		<b>% Funded by Impact Fees</b>
No Disbursements	\$ -	0%
	<u>\$ -</u>	

Fund Balance Designations:

Future Libraries	\$	5,422,380.37	
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

**Fund 2909 - City Hall Development Impact Fee**

<u>Disbursements:</u>		<b>% Funded by Impact Fees</b>
Civic Center Electronic Marquee Sign Project	\$ 480,000.00	100%
	<u>\$ 480,000.00</u>	

Fund Balance Designations:

Future City Hall	\$	822,435.01	
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Attachment: AB 1600 Report FY 2021 [Revision 1] (5611 : RECEIVE THE ANNUAL AB 1600 COMPLIANCE REPORT)

**Fund 2910 - Corporate Yard Development Impact Fee**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
No Disbursements	\$ -	0%
	<u>\$ -</u>	
<u>Fund Balance Designations:</u>		
Future Corporate Yard	<u>\$ 2,663,407.75</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

**Fund 2911 - Interchange Improvements**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
SR-60 / Moreno Beach Drive Interchange (Phase 2)	\$ 300,000.00	49%
	<u>\$ 300,000.00</u>	
<u>Fund Balance Designations:</u>		
Future Interchange Improvements	<u>\$ 1,282,015.49</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

**Fund 2912 - Maintenance Equipment Development Impact Fee**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
No Disbursements	\$ -	
	<u>\$ -</u>	
<u>Fund Balance Designations:</u>		
Future Maintenance Equipment	<u>\$ 1,213,561.50</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

**Fund 2913 - Animal Shelter Development Impact Fee**

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
No Disbursements	\$ -	
	<u>\$ -</u>	
<u>Fund Balance Designations:</u>		
Future Animal Shelter	<u>\$ 261,951.44</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

Attachment: AB 1600 Report FY 2021 [Revision 1] (5611 : RECEIVE THE ANNUAL AB 1600 COMPLIANCE REPORT)

**Fund 2914 Administration Development Impact Fee**

Disbursements:

DIF Update

	<u>% Funded by Impact Fees</u>
\$ 50,000.00	100%
<u>\$ 50,000.00</u>	

Fund Balance Designations:

Future Development Impact Fee Study

\$ 447,756.08

Unreserved Fund Balance

None

Funds unexpended or uncommitted for five years or more

None

### Five-Year Reporting Requirements

Government Code Section 66001(d)(1) requires that at least every five years certain findings be made with respect to each impact fee being assessed. The following information is provided to satisfy this requirement:

(A) Identify the purpose to which the fee is to be put – The purpose of the development impact fee program is to ensure that new development is paying its share of the transportation infrastructure and facility costs associated with the growth resulting from that development. The program includes projects related to Arterial Street Improvements, Traffic Signal improvements, Fire Facilities, Police Facilities, Park Improvements, Recreation Centers, Libraries, City Hall, Corporate Yard, Interchange Improvements, Maintenance Equipment, Animal Shelter Facilities and Impact Fee Administration.

(B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged – The fees are based on the relationship between the needed transportation infrastructure and facility costs associated with the growth resulting from new development.

(C) Identify all sources and amounts of funding anticipated for incomplete improvements – Facilities to be funded from development impact fees are also funded by other sources including gas tax, Measure A, General Fund, and grant funding. The specific funding sources utilized for each project depend on funds availability at the time a project is moved forward.

(D) Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund – The receipt of funding and the construction of improvements is dependent upon when undeveloped land remaining in the City is developed. Facilities constructed utilizing development impact fee funding are constructed when all required funding is available and the City Engineer has determined that it is appropriate for the project to move forward.

# Development Impact Fee Rate Table

## RESIDENTIAL IMPACT FEES City-Wide (Except as otherwise noted)

Impact Fee Description	Single Family (DU)	Multi-family (DU)	Mobile/Senior (DU)
Police Facilities	\$ 493.63	\$ 191.73	\$ 125.86
Fire Facilities	\$ 980.93	\$ 261.58	\$ 392.37
Libraries	\$ 327.90	\$ 280.31	\$ 128.37
Park Improvements	\$ 2,728.51	\$ 2,532.44	\$ 1,068.16
Community & Recreation Cntrs	\$ 694.29	\$ 393.50	\$ 271.80
Arterial Streets	\$ 1,125.17	\$ 787.62	\$ 506.33
Traffic Signals	\$ 764.56	\$ 535.19	\$ 344.05
Interchange Improvements	\$ 700.84	\$ 490.59	\$ 315.38
City Hall	\$ 180.49	\$ 48.13	\$ 72.20
Animal Shelter	\$ 196.74	\$ 168.18	\$ 77.02
Corporate Yard	\$ 543.24	\$ 144.86	\$ 217.30
Maintenance Equipment	\$ 152.41	\$ 40.64	\$ 60.97
Impact Fee Administration Fee	\$ 177.77	\$ 117.49	\$ 69.08
<b>Total</b>	<b>\$ 9,066.48</b>	<b>\$ 5,992.26</b>	<b>\$ 3,523.03</b>

## NON-RESIDENTIAL IMPACT FEES

City-Wide (Except as otherwise noted)

Impact Fee Description	Commercial General (KSF)	Commercial Regional (KSF)	Industrial (KSF)	Industrial High-Cube (KSF)	Office (KSF)
Police Facilities	\$ 646.34	\$ 553.26	\$ 115.77	\$ 115.77	\$ 246.73
Fire Facilities	\$ 360.31	\$ 360.31	\$ 257.36	\$ 257.36	\$ 300.25
Libraries	No Fee	No Fee	No Fee	No Fee	No Fee
Park Improvements	No Fee	No Fee	No Fee	No Fee	No Fee
Community & Recreation Cntrs	No Fee	No Fee	No Fee	No Fee	No Fee
Arterial Streets	\$ 1,479.77	\$ 1,297.79	\$ 729.66	\$ 170.48	\$ 1,022.89
Traffic Signals	\$ 1,005.51	\$ 881.85	\$ 495.80	\$ 115.84	\$ 695.05
Interchange Improvements	\$ 921.71	\$ 808.36	\$ 454.48	\$ 106.19	\$ 637.13
City Hall	\$ 66.30	\$ 66.30	\$ 47.35	\$ 47.35	\$ 55.25
Animal Shelter	No Fee	No Fee	No Fee	No Fee	No Fee
Corporate Yard	\$ 199.54	\$ 199.54	\$ 142.53	\$ 142.53	\$ 166.28
Maintenance Equipment	\$ 55.98	\$ 55.98	\$ 39.99	\$ 39.99	\$ 46.65
Impact Fee Administration Fee	\$ 94.71	\$ 84.47	\$ 45.66	\$ 19.91	\$ 63.40
<b>Total</b>	<b>\$ 4,830.17</b>	<b>\$ 4,307.86</b>	<b>\$ 2,328.60</b>	<b>\$ 1,015.42</b>	<b>\$ 3,233.63</b>

City-Wide except MV Ranch and TownGate SP

See Planning staff for projects within TownGate Specific Plan (SP200)

DU=Dwelling Unit

KSF=1,000 gross square feet of building space





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** January 4, 2022

**TITLE:** ACCEPT THE U.S. DEPARTMENT OF THE TREASURY  
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize the City Manager or designee to enter into, execute, and deliver American Rescue Plan Act (ARPA) award and compliance documents.
2. Designate the City Manager or designee as authorized signatory to execute ARPA documents on behalf of the City of Moreno Valley.
3. Accept the U.S. Treasury Direct Allocation of ARPA funds in the amount of \$48,481,233.
4. Accept staff recommendation for allocation of ARPA funds.
5. Authorize a budget amendment as set forth in the fiscal impact section.
6. Adopt Resolution NO. 2022-XX.

### **SUMMARY**

On May 10, 2021 the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), established by the American Rescue Plan Act (ARPA) of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments.

ARPA funds are the result of a third round of Federal COVID relief funds. The first was The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, which implemented a variety of programs to address issues related to the onset of the COVID-

19 pandemic. The CARES Act was passed by Congress on March 25, 2020 and signed into law on March 27, 2020.

The Coronavirus Response and Consolidated Appropriations Act (CRRSAA) of 2021, was the second relief fund. CRRSAA, which continued many of CARES programs by adding new phases, new allocations, and new guidance to address issues related to the prolongation of the COVID-19 pandemic. CRRSAA was passed by Congress on December 21, 2020 and signed into law on December 27, 2020.

The American Rescue Plan Act (ARPA) preserves many of the programs started by the CARES Act (2020) and Consolidated Appropriations Act (2021) by adding new phases, new allocations, and new guidance to address issues related to the continuation of the COVID-19 pandemic. The American Rescue Plan Act also created a variety of new programs to address continuing pandemic-related crises, and fund recovery efforts as the United States begins to emerge from the COVID-19 pandemic.

The American Rescue Plan Act was passed by Congress on March 10, 2021 and signed into law on March 11, 2021, with the intent to provide fast and direct economic assistance for American workers, families, small businesses, and industries.

The Department of Treasury has released guidance through the Interim Final Rule on how these funds can be used to address acute pandemic recovery needs, fill revenue shortfalls for local governments, and support the communities and populations hardest-hit by the COVID-19 crisis.

Funding from the CSLFRF is subject to the requirements specified in the Interim Final Rule adopted by Treasury on May 10, 2021. Furthermore, on June 17, 2021, Treasury released the Compliance and Reporting Guidance for the CSLFRF Program. The guidance provides additional detail and clarification for recipients' compliance and reporting responsibilities, and should be read in concert with the Award Terms and Conditions, the authorizing statute, the Interim Final Rule (IFR), and other regulatory and statutory requirements.

Eligible state, territorial, metropolitan city, county, Tribal governments, and non-entitlement units are required to meet compliance and reporting responsibilities, as defined in the Interim Final Rule. Recipients' reporting requirements vary by population density and the amount of funds received.

Local governments will receive funds in two tranches, with 50% provided beginning in May 2021 and the balance to be delivered 12 months later. The City of Moreno Valley's allocation is \$48,481,233, of which \$24,240,616 have been received.

In order to claim ARPA funds the City of Moreno Valley submitted a request through the Treasury Submission Portal, which included general City information, financial institution information, award terms and conditions, and Title VI assurances.

## **DISCUSSION**

### **Compliance and Reporting**

Agencies may use ARPA funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the obligations are incurred by December 31, 2024, and are expended by December 31, 2026. Eligible project categories are: Public Health, Negative Economic Impacts, Services to Disproportionately Impacted Communities, Premium Pay, Infrastructure Investments (Water, Sewer, and Broadband), Revenue Replacement, and Administrative Expenses.

Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury's Interim Final Rule. However, Recipients may use ARPA award funds to provide assistance to households, businesses, and individuals within the eligible use categories described in Treasury's Interim Final Rule for costs that those households, businesses and individuals incurred prior to March 3, 2021.

Any funds not obligated or expended on eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to sub-recipients and contractors.

Additionally, recipients may use funds for administering the ARPA program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the ARPA Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their CSLFRF award as administrative costs.

ARPA payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b) (8)-(9). Recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and may use interest revenue to fund additional projects eligible under ARPA guidelines.

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) as outlined on Title VI of the Civil Rights Act of 1964 (Title VI).

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance.

Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

Lastly, recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual Recovery Plan Performance Reports depending on their population size and award amount. The City of Moreno Valley will need to complete Interim Reports, and Quarterly Project and Expenditure Reports. The reports will provide insight into the nature of the projects, their progress and the expenses incurred.

### **ARPA Funding Allocation**

Local governments are to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. The City of Moreno Valley's allocation is \$48,481,233, of which \$24,240,616 have been received.

### **ALTERNATIVES**

The City Council has the following alternatives:

**Alternative 1.** Accept the U.S. Treasury Direct Allocation of ARPA funds of \$48,481,233, authorize the City Manager or designee to enter into, execute, and deliver American Rescue Plan Act (ARPA) award and compliance documents, and accept Resolution NO. 2022-XX.

*Staff recommends this action because it is a streamlined, expenditure plan that will meet the US Treasury guidelines.*

**Alternative 2:** Not accept the U.S. Treasury Direct Allocation of ARPA funds of \$48,481,233, not authorize the City Manager to enter into, execute, and deliver American Rescue Plan Act (ARPA) award and compliance documents, and not accept Resolution NO. 2022-XX.

*Staff DOES NOT recommend this action because it would hinder the City's ability to utilize these funds as permitted by the US Treasury guidelines.*

### **FISCAL IMPACT**

The acceptance of the ARPA funds in the amount of \$48,481,233, and authorization to allocate the funds as recommended will generate the following fiscal impact:

No General Fund money is used for the ARPA program; therefore, there is **NO FISCAL IMPACT TO THE GENERAL FUND.**

Any and all interest revenue earned from unexpended ARPA funds advanced to the City will be allocated to the provision of public safety services. Interest earnings are estimated to be approximately \$150,000 over the life of the allocation.

Description	Fund	Type (Rev/Exp)	FY 21/22 Proposed Adjustments	FY 22/23 Proposed Adjustments	FY 23/24 Proposed Adjustments	Total
Federal Revenue	2610	Rev	\$24,076,202	\$24,084,230	\$320,801	\$48,481,233
Interest Revenue	2610	Rev	\$75,000	\$75,000	\$0	\$150,000
Administration Expenditures	2610	Exp	\$335,585	\$343,614	\$320,801	\$1,000,000
Public Health & Safety Expenditures	2610	Exp	\$23,815,617	\$23,815,616	\$0	\$47,631,233

Health & Safety Services are category 1, Administrative Expenses are category 7 under the expenditure categories per Department of Treasury guidelines. Category 1 eligible expenditures include vaccination efforts, COVID testing, and Public Safety Services.

**NOTIFICATION**

Publication of the City Council Agenda.

This item is also scheduled for review by the Finance Subcommittee on November 23, 2021.

**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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. ARPA Allocations to Cities by US Treasury
- 2. Resolution 2022-XX

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/13/21 8:52 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/13/21 2:21 PM

Source - U.S. Treasury: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

State	City	Allocation
California	Alameda	\$28,679,908.00
California	Alhambra	\$21,848,669.00
California	Aliso Viejo	\$5,678,106.00
California	Anaheim	\$106,630,239.00
California	Antioch	\$21,550,900.00
California	Apple Valley	\$14,883,978.00
California	Arcadia city	\$8,864,856.00
California	Bakersfield	\$94,517,089.00
California	Baldwin Park	\$22,917,903.00
California	Beaumont city	\$7,306,318.00
California	Bellflower	\$21,457,498.00
California	Berkeley	\$66,646,289.00
California	Brentwood city	\$6,923,339.00
California	Buena Park	\$19,622,863.00
California	Burbank	\$25,547,081.00
California	Camarillo	\$8,962,170.00
California	Carlsbad	\$12,615,746.00
California	Carson	\$17,776,763.00
California	Cathedral City	\$15,572,693.00
California	Cerritos	\$6,271,600.00
California	Chico	\$22,118,301.00
California	Chino	\$14,978,541.00
California	Chino Hills	\$9,956,344.00
California	Chula Vista	\$57,535,251.00
California	Citrus Heights	\$15,676,972.00
California	Clovis City	\$17,291,175.00
California	Colton city	\$14,881,400.00
California	Compton	\$34,425,003.00
California	Concord	\$27,040,883.00
California	Corcoran city	\$5,395,558.00
California	Corona	\$29,158,725.00
California	Costa Mesa	\$26,481,513.00
California	Cupertino City	\$9,694,773.00
California	Daly City	\$25,255,343.00
California	Davis	\$19,730,600.00
California	Delano City	\$14,030,801.00
California	Diamond Bar city	\$6,830,947.00
California	Downey	\$25,438,407.00

California	Dublin city	\$7,088,512.00
California	Eastvale city	\$7,360,219.00
California	El Cajon	\$30,399,751.00
California	El Centro	\$14,095,734.00
California	El Monte	\$42,556,782.00
California	El Paso de Robles (Paso Robles) ci	\$5,500,413.00
California	Elk Grove	\$21,944,605.00
California	Encinitas	\$8,142,344.00
California	Escondido	\$38,808,509.00
California	Fairfield	\$19,805,577.00
California	Folsom city	\$8,375,645.00
California	Fontana	\$50,257,113.00
California	Fountain Valley	\$7,952,893.00
California	Fremont	\$44,211,563.00
California	Fresno	\$170,808,029.00
California	Fullerton	\$32,665,301.00
California	Garden Grove	\$48,374,570.00
California	Gardena	\$15,002,061.00
California	Gilroy City	\$10,964,521.00
California	Glendale	\$43,521,005.00
California	Glendora City	\$7,525,063.00
California	Goleta	\$5,933,990.00
California	Hanford	\$13,077,740.00
California	Hawthorne	\$30,521,654.00
California	Hayward	\$38,465,994.00
California	Hemet	\$21,674,344.00
California	Hesperia	\$23,403,687.00
California	Highland city	\$14,895,107.00
California	Huntington Beach	\$29,606,925.00
California	Huntington Park	\$27,952,355.00
California	Indio City	\$20,425,061.00
California	Inglewood	\$31,755,095.00
California	Irvine	\$56,433,217.00
California	Jurupa Valley	\$28,077,013.00
California	La Habra	\$15,828,149.00
California	La Mesa	\$10,826,584.00
California	Laguna Niguel	\$8,821,454.00
California	Lake Elsinore city	\$14,967,198.00
California	Lake Forest	\$12,774,385.00



California	Lakewood	\$11,309,045.00
California	Lancaster	\$36,340,561.00
California	Livermore	\$9,734,726.00
California	Lodi	\$15,764,793.00
California	Lompoc	\$12,908,901.00
California	Long Beach	\$135,753,078.00
California	Los Angeles	\$1,278,900,928.00
California	Lynwood	\$24,446,961.00
California	Madera	\$23,070,374.00
California	Manteca city	\$13,928,377.00
California	Marysville city	\$3,078,479.00
California	Menifee	\$13,213,674.00
California	Merced	\$27,427,882.00
California	Milpitas City	\$16,736,815.00
California	Mission Viejo	\$9,829,437.00
California	Modesto	\$45,897,056.00
California	Montebello	\$16,764,058.00
California	Monterey	\$6,510,461.00
California	Monterey Park	\$15,043,184.00
California	Moreno Valley	\$48,481,233.00
California	Mountain View	\$15,679,080.00
California	Murrieta	\$16,463,101.00
California	Napa City	\$15,118,910.00
California	National City	\$18,010,907.00
California	Newport Beach	\$10,141,272.00
California	Norwalk	\$28,046,746.00
California	Novato city	\$9,112,951.00
California	Oakland	\$188,081,700.00
California	Oceanside	\$32,346,514.00
California	Ontario	\$45,609,291.00
California	Orange	\$28,018,188.00
California	Oxnard	\$59,540,662.00
California	Palm Desert	\$9,983,052.00
California	Palm Springs	\$10,820,822.00
California	Palmdale	\$35,445,019.00
California	Palo Alto	\$13,735,071.00
California	Paradise	\$2,678,454.00
California	Paramount City	\$18,895,185.00
California	Pasadena	\$52,625,975.00

California	Perris City	\$22,171,505.00
California	Petaluma	\$8,303,531.00
California	Pico Rivera	\$14,772,455.00
California	Pittsburg	\$16,290,477.00
California	Placentia city	\$9,083,054.00
California	Pleasanton City	\$8,595,930.00
California	Pomona	\$45,366,413.00
California	Porterville	\$19,984,717.00
California	Poway city	\$6,079,158.00
California	Rancho Cordova City	\$15,588,333.00
California	Rancho Cucamonga	\$26,835,530.00
California	Rancho Santa Margarita	\$4,720,888.00
California	Redding	\$18,693,433.00
California	Redlands city	\$11,508,106.00
California	Redondo Beach	\$6,801,080.00
California	Redwood City	\$18,483,063.00
California	Rialto	\$29,373,105.00
California	Richmond city	\$27,740,723.00
California	Riverside	\$73,535,189.00
California	Rocklin City	\$7,039,025.00
California	Rosemead	\$17,878,653.00
California	Roseville	\$17,644,859.00
California	Sacramento	\$112,313,331.00
California	Salinas	\$51,567,313.00
California	San Bernardino	\$77,656,407.00
California	San Buenaventura	\$16,321,147.00
California	San Clemente	\$7,491,798.00
California	San Diego	\$299,714,755.00
California	San Francisco	\$453,586,783.00
California	San Jose	\$212,280,152.00
California	San Leandro	\$18,639,484.00
California	San Luis Obispo city	\$13,564,467.00
California	San Marcos City	\$18,279,146.00
California	San Mateo	\$19,274,312.00
California	San Rafael city	\$16,088,886.00
California	San Ramon city	\$8,115,425.00
California	Santa Ana	\$128,360,813.00
California	Santa Barbara	\$21,837,523.00
California	Santa Clara	\$26,231,326.00

California	Santa Clarita	\$35,148,685.00
California	Santa Cruz	\$14,170,321.00
California	Santa Maria	\$37,190,243.00
California	Santa Monica	\$28,570,125.00
California	Santa Rosa	\$34,637,465.00
California	Santee	\$7,325,525.00
California	Seaside	\$8,994,311.00
California	Simi Valley	\$15,325,294.00
California	South Gate	\$34,556,473.00
California	South San Francisco	\$12,278,941.00
California	Stockton	\$78,052,072.00
California	Sunnyvale	\$28,154,030.00
California	Temecula	\$14,079,507.00
California	Thousand Oaks	\$14,008,949.00
California	Torrance	\$24,074,277.00
California	Tracy city	\$14,798,549.00
California	Tulare	\$18,024,068.00
California	Turlock	\$15,753,190.00
California	Tustin	\$19,380,784.00
California	Union City	\$14,099,826.00
California	Upland	\$15,213,716.00
California	Vacaville	\$12,675,830.00
California	Vallejo	\$25,727,736.00
California	Victorville	\$33,500,666.00
California	Visalia	\$29,364,455.00
California	Vista	\$26,178,395.00
California	Walnut Creek	\$8,327,653.00
California	Watsonville	\$18,265,428.00
California	West Covina	\$19,566,027.00
California	West Sacramento	\$11,773,300.00
California	Westminster	\$23,690,019.00
California	Whittier	\$16,360,631.00
California	Woodland	\$11,114,656.00
California	Yorba Linda city	\$6,205,112.00
California	Yuba City	\$15,615,517.00
California	Yucaipa city	\$8,017,860.00

Attachment: ARPA Allocations to Cities by US Treasury (5563 : ACCEPT THE U.S. DEPARTMENT OF THE TREASURY AMERICAN RESCUE

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPT THE U.S. DEPARTMENT OF THE TREASURY AMERICAN RESCUE PLAN (ARPA) FUNDS.

WHEREAS, On May 10, 2021 the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), established by the American Rescue Plan Act (ARPA) of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, Agencies may use ARPA funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as obligations are incurred by December 31, 2024 are expended by December 31, 2026; and

WHEREAS, Local governments are to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. The City of Moreno Valley’s allocation is \$48,481,233, of which \$24,240,616 have been received; and

WHEREAS, the City of Moreno Valley acknowledges funding from ARPA is subject to the requirements specified in the Interim Final Rule adopted by Treasury on May 10, 2021, and the Compliance and Reporting Guidance for the CSLFRF Program released on June 17, 2021; and

WHEREAS, the City of Moreno Valley also acknowledges that recipients of Federal financial assistance from Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) as outlined on Title VI of the Civil Rights Act of 1964 (Title VI); and

WHEREAS, the City of Moreno Valley desires to receive their ARPA allocation in the amount of \$48,481,233, and utilize \$1,000,000 of the funds to cover the costs of administrative expenses to manage the program, and \$47,481,233 to fund Public Health & Safety Services, including any interest earnings received on unspent funds; and

WHEREAS, the City of Moreno Valley affirms that the ARPA funds will only be used for the purposes prescribed in the ARPA guidelines, US Treasury guidance in 31 CFR, Part 35, any applicable regulations, and in accordance with state law, and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for ARPA funds; and

1  
Resolution No. 2022-XX  
Date Adopted: January 4, 2022

Attachment: Resolution 2022-XX (5563 : ACCEPT THE U.S. DEPARTMENT OF THE TREASURY AMERICAN RESCUE PLAN ACT (ARPA) FUNDS)

WHEREAS, the City of Moreno Valley further acknowledges that their ARPA Grant Award is subject to award terms and conditions, Title VI Assurances, and all other documents required or deemed necessary or appropriate under Federal Law to allocate the ARPA Grant Award, and all amendments thereto.

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

1. Mr. Mike Lee, City Manager or his designee, is designated as authorized signatory, and authorized to enter into, execute, and deliver American Rescue Plan Act (ARPA) award and compliance documents on behalf of the City of Moreno Valley.
2. The City Manager is hereby authorized and directed to accept the ARPA Grant Award of \$48,481,233, and use the award to fund the administrative costs of managing the grant, and the costs of providing Public Health & Safety Services for the City of Moreno Valley.
3. The City Manager is hereby authorized and directed to assume responsibility for administering the ARPA Grant Award in accordance with all requirements, guidance, and compliance and reporting responsibilities outlined by the Department of Treasury.
4. The undersigned, Mayor of the City of Moreno Valley, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above mentioned, and that the resolution has not been altered, amended, or repealed.

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

APPROVED AND ADOPTED this 4<sup>th</sup> day of January 2022.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

2  
Resolution No. 2022-XX  
Date Adopted: January 4, 2022

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Resolution No. 2022-XX<sup>3</sup>  
Date Adopted: January 4, 2022

Attachment: Resolution 2022-XX (5563 : ACCEPT THE U.S. DEPARTMENT OF THE TREASURY AMERICAN RESCUE PLAN ACT (ARPA) FUNDS)

**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. 2022-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4<sup>th</sup> day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2022-XX<sup>4</sup>  
Date Adopted: January 4, 2022

Attachment: Resolution 2022-XX (5563 : ACCEPT THE U.S. DEPARTMENT OF THE TREASURY AMERICAN RESCUE PLAN ACT (ARPA) FUNDS)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** January 4, 2022

**TITLE:** PAYMENT REGISTER - OCTOBER 2021

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### **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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. October 2021 Payment Register

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/27/21 3:39 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 11:45 AM



**City of Moreno Valley**  
**Payment Register**  
 For Period 10/1/2021 through 10/31/2021

**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>
AAC UTILITY PARTNERS, LLC	31855	10/11/2021	MVUT210930	CONSULTING SVCS-MV UTILITIES	\$30,879.51
		10/11/2021	MVUS210930	CONSULTING SVCS-MV UTILITIES	
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$145,819.09
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	31913	10/18/2021	78307	RESOURCE ADEQUACY-SEPT 2021/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					<u>FYTD:</u> \$421,600.00
CHARLES ABBOTT ASSOCIATES, INC	31864	10/11/2021	62931	PLAN CHECK SVCS-ENCROACHMENT PERMITS	\$53,145.00
		10/11/2021	62932	PLAN CHECK SVCS-NPDES/SWMP-JULY 2021	
		10/11/2021	63109	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
		10/11/2021	63110	PLAN CHECK SVCS-NPDES/SWMP-AUGUST 2021	
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$116,214.41
COMPULINK MANAGEMENT CENTER, INC. - DBA LASERFICHE	31915	10/18/2021	4895	ANNUAL SUBSCRIPTION 10/01/21-9/30/22	\$92,588.60
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$92,588.60
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	242369	10/18/2021	SEPT 2021	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$32,885.29
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$134,874.71
DECKERS OUTDOOR CORPORATION	31869	10/11/2021	QTR ENDING JUN21	SALES TAX PAYMENT PER OPERATING COVENANT AGREEMENT	\$67,404.50
Remit to: GOLETA, CA					<u>FYTD:</u> \$67,404.50

Attachment: October 2021 Payment Register (4454 : PAYMENT REGISTER - OCTOBER 2021)



City of Moreno Valley  
Payment Register  
For Period 10/1/2021 through 10/31/2021

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>
EASTERN MUNICIPAL WATER DISTRICT	242307	10/04/2021	AUG 21 10/04/21	WATER CHARGES	\$25,373.58
		10/04/2021	SEPT 21 10/04/21	WATER CHARGES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$819,290.77
ELECNR BELCO ELECTRIC, INC.	31926	10/18/2021	14-0543-005	ADVANCED DILEMMA ZONE DETECTION	\$40,019.46
	31978	10/25/2021	14-0495-003	UPGRADE EXISTING MARKED CROSSWALKS	\$43,818.75
Remit to: CHINO, CA					<u>FYTD:</u> \$464,507.48

Attachment: October 2021 Payment Register (4454 : PAYMENT REGISTER - OCTOBER 2021)



**City of Moreno Valley  
Payment Register  
For Period 10/1/2021 through 10/31/2021**

**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	31871	10/11/2021	MVU-2021-44473	DISTRIBUTION CHARGES 8/17-9/14/21	\$712,189.64
	31927	10/18/2021	40-454B-06	WA# 40-454B-MORENO VALLEY LOGISTICS CENTER BLDG 4	\$35,645.21
		10/18/2021	40-474A-06	WA# 40-474A-KB HOMES-MOOTHART 80 HOMES	
		10/18/2021	40-426B-03	WA# 40-426B-EMWD EUCALYPTUS BOOSTER STATION	
		10/18/2021	0402-MF-02557	SOLAR SYSTEM INSPECTION	
		10/18/2021	40-477A-05	WA# 40-477A-RESOURCE CORPORATE CENTER	
		10/18/2021	40-433A-10	WA# 40-433A-PAMA BUSINESS PARK	
		10/18/2021	MFT-2021-44475	METER FEES-TEMPORARY	
		10/18/2021	40-438B-13	WA# 40-438B-CENTURY COMMUNITIES	
		10/18/2021	40-439A-07	WA# 40-439A-VIA DEL LAGO	
		10/18/2021	40-460A-09	WA# 40-460A-DR HORTON DEL SOL TRACT 31590-96 HOMES	
		10/18/2021	40-373B-15	WA# 40-373B-CACTUS COMMERCE, LP	
		10/18/2021	40-459B-02	WA# 40-459B-S61 PME GS RECONFIGURATION	
		10/18/2021	0402-MF-02558	SOLAR SYSTEM INSPECTION	
		10/18/2021	40-482A-02	WA# 40-482A-02-ASPEN HILLS 112 UNITS-TR 32142	
		10/18/2021	40-481A-03	WA# 40-481A-03-EMWD WELL SITE 208	
		10/18/2021	40-480-04	WA# 40-480-CITY FIBER INSTALLATION PROJECT	
		10/18/2021	40-478A-04	WA# 40-478A-COURTYARDS AT COTTONWOOD STREETLIGHTS	
		10/18/2021	40-475A-05	WA# 40-475A-FRONTIER BRODIAEA-45 SFR	
		10/18/2021	40-472A-05	WA# 40-472A-IRIS TOWNHOMES-52 UNITS	
	10/18/2021	MFP-2021-44475	METER FEES-REGULAR		
Remit to: ANAHEIM, CA					<b>FYTD: \$2,952,112.25</b>
EXELON GENERATION COMPANY, LLC	31873	10/11/2021	752790	POWER PURCHASE 9/1-9/30/21	\$828,708.00
Remit to: CHICAGO, IL					<b>FYTD: \$3,578,303.76</b>

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FALCON ENGINEERING SERVICES, INC.	31874	10/11/2021	2021-05	SR-60/MORENO BEACH IC PHASE 2	\$140,348.11
Remit to: CORONA, CA					<b>FYTD:</b> \$250,538.66
GOLDEN GATE STEEL, INC	31984	10/25/2021	5	CIVIC CENTER DEMONSTRATION GARDEN	\$189,569.81
		10/25/2021	4	CIVIC CENTER DEMONSTRATION GARDEN	
Remit to: NORWALK, CA					<b>FYTD:</b> \$227,538.99
GREENTECH LANDSCAPE, INC.	31878	10/11/2021	51777	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	\$70,849.85
		10/11/2021	51465	LANDSCAPE MAINT-ZONES E-8, 03, 03A, 04, 05, 06 & 07	
		10/11/2021	51668	LANDSCAPE MAINT-ZONES E-8, 03, 03A, 04, 05, 06 & 07	
	31986	10/25/2021	51851	LANDSCAPE MAINT-ZONES 03, 04 & 06	\$45,525.59
		10/25/2021	51971	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	
		10/25/2021	51863	LANDSCAPE MAINT-ZONES E8, 03, 03A, 04, 05, 06 & 07	
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$222,046.05
INLAND SOUTHERN CALIFORNIA 211+	31904	10/04/2021	W211004	EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP2)-DRAW #1- 9/7-12/31/21	\$2,235,190.00
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$2,235,190.00
LIBRARY SYSTEMS & SERVICES, LLC	31836	10/04/2021	INV4581	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-OCT 2021	\$197,447.84
Remit to: ROCKVILLE, MD					<b>FYTD:</b> \$814,157.48

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MARIPOSA LANDSCAPES, INC.	31939	10/18/2021	94755	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-SEP. 2021	\$36,553.95
		10/18/2021	94762	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-SEP21	
		10/18/2021	94765	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-SEP. 2021	
		10/18/2021	94763	LANDSCAPE MAINT.-CITY HALL-SEP. 2021	
		10/18/2021	94753	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-SEP. 2021	
		10/18/2021	94760	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-SEP. 2021	
		10/18/2021	94759	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-SEP. 2021	
		10/18/2021	94758	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-SEP. 2021	
		10/18/2021	94757	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-SEP. 2021	
		10/18/2021	94752	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-SEP. 2021	
		10/18/2021	94766	LANDSCAPE MAINT.-ANIMAL SHELTER-SEP. 2021	
		10/18/2021	94756	LANDSCAPE MAINT.-NORTH AQUEDUCT-SEP. 2021	
		10/18/2021	94764	LANDSCAPE MAINT.-CITY HALL ANNEX-SEP. 2021	
		10/18/2021	94778	LANDSCAPE MAINT.-NPDES WQB-SEP. 2021	
		10/18/2021	94767	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-SEP. 2021	
		10/18/2021	94769	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-SEP. 2021	
		10/18/2021	94777	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/FAY TO GENTIAN-SEP. 2021	
		10/18/2021	94775	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-SEP. 2021	
		10/18/2021	94768	LANDSCAPE MAINT.-CITY YARD-SEP. 2021	
		10/18/2021	94773	LANDSCAPE MAINT.-SENIOR CENTER-SEP. 2021	
		10/18/2021	94772	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-SEP. 2021	
		10/18/2021	94771	LANDSCAPE MAINT.-LIBRARY-SEP. 2021	
		10/18/2021	94751	LANDSCAPE MAINT.-SD LMD ZONE 02-SEP. 2021	

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MARIPOSA LANDSCAPES, INC.		10/18/2021	94754	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-SEP21	
		10/18/2021	94774	LANDSCAPE MAINT.-VETERANS MEMORIAL-SEP. 2021	
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$232,741.28
MERCHANTS BUILDING MAINTENANCE, LLC.	31941	10/18/2021	644659	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-SEP. 2021	\$58,705.43
		10/18/2021	644764	SEP. 2021 SPECIAL CLEANINGS FOR EVENT RENTALS AT THE CRC	
		10/18/2021	644612	CITY-WIDE ROUTINE JANITORIAL SERVICES - SEP. 2021	
		10/18/2021	644738	SENIOR CENTER SPECIAL EVENT CLEANING-SEP. 2021	
		10/18/2021	644611	DAY PORTER SERVICES FOR ENHANCED COVID-19 CLEANING-SEP. 2021	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$288,381.35
MORENO VALLEY UTILITY	242312	10/04/2021	OCT-21 10/4/21	ELECTRICITY CHARGES FOR PERIOD 8/17-9/14/21	\$117,160.84
Remit to: HEMET, CA					<u>FYTD:</u> \$443,591.36
PACIFIC UTILITY INSTALLATION, INC	31890	10/11/2021	24495	ELECTRICAL SWITCH 61 RECONFIGURATION PROJECT BILLING 1	\$63,645.25
	31944	10/18/2021	24547	ELECTRICAL SWITCH 61 RECONFIGURATION PROJECT BILLING 2	\$26,457.50
Remit to: CORONA, CA					<u>FYTD:</u> \$90,608.75
RE ASTORIA 2 LLC	31946	10/18/2021	2021_10_RE AST 2	RENEWABLE ENERGY-MV UTILITY-SEPT 2021	\$34,368.09
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$155,173.48

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ROGERS, ANDERSON, MALODY & SCOTT, LLP	32005	10/25/2021	66916	AUDIT SERVICES FOR FY ENDING 6/30/21 - SEP. 2021 BILLING	\$31,675.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$42,625.00
SOUTHERN CALIFORNIA EDISON	242349	10/11/2021	282492235/SEP-21	ELECTRICITY-FERC CHARGES/MVU	\$32,505.62
		10/11/2021	570511709/SEP-21	IFA CHARGES-SUBSTATION	
		10/11/2021	SEP-21 10/11/21	ELECTRICITY CHARGES	
		10/11/2021	559238386/SEP-21	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
		10/11/2021	395913224/AUG-21	ELECTRICITY CHARGES	
		10/11/2021	355556776/SEP-21	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
	242350	10/11/2021	7501317720	WDAT CHARGES-MVU/GLOBE ST.-AUG. 2021	\$62,094.66
		10/11/2021	7501317700	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-AUG. 2021	
		10/11/2021	7501317719	WDAT CHARGES-MVU/GRAHAM ST.-AUG. 2021	
		10/11/2021	7501317722	WDAT CHARGES-MVU/FREDERICK AVE.-AUG. 2021	
		10/11/2021	7501317718	WDAT CHARGES-MVU/IRIS AVE.-AUG. 2021	
		10/11/2021	7501317723	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-AUG. 2021	
		10/11/2021	7501317726	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-AUG. 2021	
		10/11/2021	7501317721	WDAT CHARGES-MVU/NANDINA AVE.-AUG. 2021	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$641,973.75
SPECTRUM CONSTRUCTION GROUP INC.	242407	10/18/2021	2	SR-60/MORENO BEACH IC PHASE 2	\$653,764.34
Remit to: IRVINE, CA					<u>FYTD:</u> \$808,895.54

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STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	32025	10/28/2021	AUGUST 2021	LEGAL SERVICES 8/1/21 TO 8/31/21	\$80,487.16
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$316,152.71
SYNERGY COMPANIES	242423	10/25/2021	MVU RES DI 09-21	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES-SEP21	\$61,602.73
Remit to: HAYWARD, CA					<u>FYTD:</u> \$150,733.54
TENASKA ENERGY, INC	32009	10/25/2021	MOREN00202110210	ELECTRICITY POWER PURCHASE-MV UTILITY	\$640,072.08
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$2,104,779.63
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	31842	10/04/2021	202110	OCTOBER 2021 RETIREE MEDICAL BENEFIT BILLING	\$43,369.38
Remit to: TEMECULA, CA					<u>FYTD:</u> \$192,102.29
THINK TOGETHER, INC	31844	10/04/2021	121-22-01S	SUMMER LEARNING PROGRAM EDGEMONT ELEMENTARY-21ST CCLC 21/22	\$621,184.66
		10/04/2021	111-22-03	ASES EXPANDED LEARNING PROGRAM MGMT. SERVICES-INSTALLMENT #3	
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$1,811,343.40
U.S. BANK/CALCARDS	31846	10/04/2021	09-27-21	SEPTEMBER 2021 CALCARD ACTIVITY	\$235,428.43
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$1,002,554.35

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WELLS FARGO CORPORATE TRUST	31851	10/04/2021	W211003	DEBT SERVICE-2019 TAXABLE LRB	\$316,600.00
	31852	10/04/2021	W211002	DEBT SERVICE-2014 REFUNDING OF 05 LRB	\$564,123.30
	31853	10/05/2021	W211001	DEBT SERVICE-2013 REFUNDING OF 05 LRB	\$1,619,124.76
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,010,229.06
WEST COAST ARBORISTS, INC.	32020	10/25/2021	177531	TREE REMOVAL SERVICES - ZONE 03	\$35,266.00
		10/25/2021	177495	TREE REMOVAL SERVICES - ZONE E-8	
		10/25/2021	177503	TREE TRIMMING/REMOVAL SERVICES - ZONE 02	
		10/25/2021	1-7304	TREE INSPECTION SERVICES - ZONE 03	
		10/25/2021	177530	TREE REMOVAL SERVICES - ZONE 04	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$122,622.00
WRCRCA	31964	10/18/2021	SEP-2021 MSHCP	MSHCP FEES COLLECTED FOR SEP. 2021-RESIDENTIAL & COMMERCIAL/IND.	\$231,291.68
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$540,283.32
<b>TOTAL AMOUNTS OF \$25,000 OR GREATER</b>					<b>\$10,512,469.61</b>

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AAC UTILITY PARTNERS, LLC	31809	10/04/2021	MVUT210630	CONSULTING SVCS-MV UTILITIES	\$4,513.90
Remit to: COLUMBIA, SC					<b>FYTD: \$145,819.09</b>
AARVIG AND ASSOCIATES, APC	242331	10/11/2021	11905	LEGAL SERVICES-CLAIM MV2066 (E. BROWN)	\$3,272.53
		10/11/2021	119666	LEGAL SERVICES-CLAIM MV2092 (C. STRICKLAND)	
	242364	10/18/2021	119668	LEGAL SERVICES-CLAIM MV2047 (M. QUINTANILLA)	\$80.00
Remit to: REDLANDS, CA					<b>FYTD: \$20,327.42</b>
ACP MEXICAN FOOD LLC DBA TAQUERIA 2 PORTILLOS	242303	10/04/2021	1002	CATERING FOR CONSTRUCTION JOB FAIR EVENT	\$1,384.32
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,384.32</b>
ADLERHORST INTERNATIONAL LLC	31905	10/18/2021	107252	MONTHLY K-9 TRAINING (RICO) SEPT 2021	\$175.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$700.00</b>
ADMAIL EXPRESS INC.	31810	10/04/2021	50308	POSTAGE INVOICE FOR PA-50308	\$8,972.53
		10/04/2021	50291-A	PRINTING & MAILING SERVICES-PA-50291	
	31969	10/19/2021	PA-50321	POSTAGE INVOICE FOR PA-50321	\$4,962.87
	31970	10/25/2021	50308P	PRINTING & MAILING SERVICES-MAILER #4	\$5,558.92
	31971	10/25/2021	50321	PRINTING, MAILING, ETC. FOR MAILER #5/PA-50321	\$4,378.78
	32024	10/27/2021	50334	POSTAGE, PRINTING & MAILING SVCS FOR MAILER #6	\$9,341.65
Remit to: HAYWARD, CA					<b>FYTD: \$47,417.00</b>
ADMINSURE	31906	10/18/2021	14569	WORKERS' COMP CLAIM ADMIN-NOV 2021	\$2,369.00
Remit to: ONTARIO, CA					<b>FYTD: \$11,845.00</b>
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	31856	10/11/2021	51134	ICE MACHINE & WATER FILTER SYSTEM REPLACEMENT-CITYYARD	\$776.41
Remit to: RIVERSIDE, CA					<b>FYTD: \$8,471.83</b>

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AEI-CASC ENGINEERING AND CONSULTING, INC.	31907	10/18/2021	0044728	PLAN CHECK SVCS-PWQMP	\$2,315.75
Remit to: COLTON, CA					<b>FYTD:</b> \$13,308.73
AIRESPRING INC.	31857	10/11/2021	153134029	LOCAL/LONG DISTANCE CALLS & INTERNET SVC-OCT 21	\$2,798.23
Remit to: VAN NUYS, CA					<b>FYTD:</b> \$11,227.29
ALFARO COMMUNICATIONS CONSTRUCTION, INC.	31858	10/11/2021	two	SOUTH LASSELLE STREET SAFETY CORRIDOR	\$22,568.20
Remit to: COMPTON, CA					<b>FYTD:</b> \$311,064.20
ALLEN, JOHNNY	242411	10/25/2021	OCT. 2021	INSTRUCTOR SERVICES-BEGINNING & INTERMEDIATE TENNIS CLASSES	\$311.40
Remit to: CHINO, CA					<b>FYTD:</b> \$477.00
ALVARADO, ARTHUR STEVE	31811	10/04/2021	10/04 - 10/07/21	TRAVEL PER DIEM & MILEAGE-CACEO ANNUAL CODE TRAINING	\$691.74
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$691.74
ALVIZO, GRISELDA	242359	10/11/2021	R21-158006	ANIMAL SERVICES REFUND-DUPLICATE WEB LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$15.00
AMERICAN FORENSIC NURSES	31972	10/25/2021	74978	PHLEBOTOMY SVCS	\$3,225.00
		10/25/2021	74999	PHLEBOTOMY SVCS	
Remit to: LA QUINTA, CA					<b>FYTD:</b> \$9,645.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	31859	10/11/2021	637737	PEST MANAGMENT SERVICE-MV UTILITY-SEPT 2021	\$99.44
	31908	10/18/2021	635412	PEST MANAGEMENT SERVICE-PARKS-SEPT 2021	\$1,865.76
Remit to: CHINO, CA					<b>FYTD:</b> \$10,726.56

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APPLE ONE EMPLOYMENT SERVICES	31973	10/25/2021	S8755658	OFFICE ASSISTANT-8/28-9/25/21 Community Development	\$3,386.25
Remit to: GLENDALE, CA					<u>FYTD:</u> \$25,817.67
ARCHITECTURAL SIGN IDENTITY INC.	31974	10/25/2021	848	DEDICATION PLAQUE	\$1,950.00
Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$1,950.00
ARCHITERRA DESIGN GROUP	31909	10/18/2021	28809	COMMUNITY DEMO GARDEN	\$802.98
		10/18/2021	28810	COMMUNITY DEMO GARDEN	
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$11,173.19
ASSESSOR-COUNTY CLERK RECORDER	242412	10/25/2021	21-407030	RECORDATION DOCUMENT-2021-0503627	\$20.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	242332	10/11/2021	0031471	SLIDING GLASS DOOR REPAIR-SENIOR CENTER	\$1,056.00
		10/11/2021	0031472	SLIDING GLASS DOOR PREV MAINT-CITY HALL	
Remit to: CHINO, CA					<u>FYTD:</u> \$20,271.16
AVANT GARDE	31860	10/11/2021	7206	HOME HABITAT FOR HUMANITY-AUG 2021	\$1,296.25
		10/11/2021	7207	CDBG HABITAT FOR HUMANITY-AUG 2021	
Remit to: POMONA, CA					<u>FYTD:</u> \$11,133.75
AVENUE5 CALIFORNIA, INC	242360	10/11/2021	BL#36197/36240 Y	REFUND OF OVERPAYMENT FOR BL#36197 & 36240	\$4,342.30
Remit to: IRVINE, CA					<u>FYTD:</u> \$4,342.30

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BASTON, LATISHA	242321	10/04/2021	R21-159324	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$83.00
Remit to: MORENO VALLEY, CA					FYTD: \$83.00
BELL, KATHERINE	242361	10/11/2021	R21-157791	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MURRIETA, CA					FYTD: \$75.00
BIO-TOX LABORATORIES, INC.	242365	10/18/2021	41716	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$4,798.00
		10/18/2021	41777	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		10/18/2021	41715	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		10/18/2021	41788	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					FYTD: \$30,485.00
BMW MOTORCYCLES OF RIVERSIDE	31812	10/04/2021	6028340	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,742.63
	31910	10/18/2021	6028451	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,036.36
		10/18/2021	6028427	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	31975	10/25/2021	6028601	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					FYTD: \$16,697.09
BOGH ENGINEERING INC.	31813	10/04/2021	6	JUAN BAUTISTA TRAIL ATP 3	\$19,365.21
Remit to: BEAUMONT, CA					FYTD: \$305,568.71

Attachment: October 2021 Payment Register (4454 : PAYMENT REGISTER - OCTOBER 2021)



### City of Moreno Valley Payment Register

For Period 10/1/2021 through 10/31/2021

#### 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>
BOX SPRINGS MUTUAL WATER COMPANY	242304	10/04/2021	1088-1 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$451.95
		10/04/2021	1085-1 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	721-1 9/23/21	WATER USAGE-TOWNGATE-SEPT 2021	
		10/04/2021	45-4 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	36-1 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	204-9 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	331-1 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	1086-1 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	80-4 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	1084-1 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	195-5 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	189-13 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		10/04/2021	1087-1 9/23/21	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,805.93</b>
BRAUN BLAISING SMITH WYNNE, P.C.	31814	10/04/2021	19911	LEGAL SERVICES-MV UTILITY-AUG 2021	\$300.47
Remit to: SACRAMENTO, CA					<b>FYTD: \$2,136.31</b>

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**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>
BRIDGEPAY NETWORK SOLUTIONS	31861	10/11/2021	8636	CREDIT CARD GATEWAY SVCS-OCT 2021	\$20.80
Remit to: ALTAMONTE SPRINGS, FL					<u>FYTD:</u> \$82.60
BRIGHTVIEW LANDSCAPE SERVICES, INC.	31911	10/18/2021	7544226	LANDSCAPE MAINT-ZONE D	\$18,867.30
		10/18/2021	7507789	LANDSCAPE MAINT-ZONES D, M, S, 09, 01G, 01H, 01K & LM-02A	
Remit to: PASADENA, CA					<u>FYTD:</u> \$231,481.16
BUSHEE, TOBY	242425	10/25/2021	BFP20-0094	REFUND BUILDING INSPECTION FEES-CHANGE IN SCOPE OF WORK	\$365.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$365.60
C BELOW, INC.	31912	10/18/2021	26130	POTHOLE REPAIR SERVICE-RANCHO VERDE PARK	\$250.00
Remit to: CHINO, CA					<u>FYTD:</u> \$4,000.00
CALIFORNIA BUILDING STANDARDS COMMISSION	242413	10/25/2021	3RD QTR 2021	SB 1473 FEES COLLECTED FOR 7/1-9/30/21	\$3,345.30
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$7,790.40
CALIFORNIA DEBT & INVESTMENT PRIMERS	32023	10/21/2021	29580	CDIAC REPORTING FEE-2021 STREETLIGHT FINANCING	\$1,850.65
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,850.65
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE	242366	10/18/2021	101421 - CDFW	MDP LINE K-1 STG 3 AND LINE K-4 (APP FEE)	\$12,902.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$12,902.00

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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>
CANNON CORPORATION DBA PENCO	31815	10/04/2021	77550	CONSULTING SURVEY SVCS	\$3,308.80
Remit to: SAN LUIS OBISPO, CA					<u>FYTD:</u> \$12,484.50
CARLOS FRANQUEZ DBA RIVERSIDE FENCE	31862	10/11/2021	INV0191	DOUBLE SWING BARRIER GATE INSTALLATION	\$4,380.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$21,655.00
CASCO EQUIPMENT CORPORATION	242322	10/04/2021	BFC21-0194	REFUND PLAN CHECK FEE-REVIEW STOPPED-17600 INDIAN ST	\$308.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$308.00
CASTILLO, WILLIE	242323	10/04/2021	R21-159352	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
CEMEX, INC.	242305	10/04/2021	9444746255	MIXED CONCRETE MATERIALS	\$4,107.83
		10/04/2021	9444752714	MIXED CONCRETE MATERIALS	
		10/04/2021	9444765793	MIXED CONCRETE MATERIALS	
Remit to: PASADENA, CA					<u>FYTD:</u> \$12,820.92
CHANDLER ASSET MANAGEMENT, INC	31863	10/11/2021	2109MORENOVA	INVESTMENT MANAGEMENT SVCS-SEPT 2021	\$7,867.71
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$30,109.05
CHRIS ALAN VOGT DBA CAV CONSULTING	31865	10/11/2021	21004	PROJECT MANAGER CONSULTING SERVICES (CPD)	\$8,855.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,855.00

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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>
CINTAS CORPORATION NO. 2	242367	10/18/2021	4094413948	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	\$1,247.39
		10/18/2021	4097088818	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	
		10/18/2021	4091756221	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	
		10/18/2021	4089406297	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	
		10/18/2021	4086690662	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	
		10/18/2021	4084030390	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	
		10/18/2021	4080767307	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	
		10/18/2021	4081432700	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$1,630.45
CIVIC SOLUTIONS, INC	31914	10/18/2021	093021	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$3,106.71
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$22,748.02
CLARK LAND RESOURCES, INC.	31866	10/11/2021	CMV-0921	RIGHT OF WAY CONSULTING SERVICES	\$6,585.00
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$9,072.50
COATS, DAVID	31976	10/25/2021	OCT. 2021	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$399.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,803.60
COLONIAL SUPPLEMENTAL INSURANCE	242306	10/04/2021	7133069-1001278	EMPLOYEE SUPPLEMENTAL INSURANCE	\$7,226.87
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$28,907.48
CORODATA MEDIA STORAGE INC.	31816	10/04/2021	DS1298588	OFF-SITE MEDIA STORAGE-AUGUST 2021	\$405.98
	31916	10/18/2021	DS1298899	OFF-SITE MEDIA STORAGE-SEPT 2021	\$419.05
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,644.84

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CORODATA RECORDS MANAGEMENT, INC.	31917	10/18/2021	RS4734936	RECORDS STORAGE-SEPT 2021	\$1,020.92
Remit to: POWAY, CA					<b>FYTD:</b> \$4,092.45
COSTAR REALTY INFORMATION, INC	31918	10/18/2021	114819731-1	COMMERCIAL REAL ESTATE DATABASE SVC-OCT 2021	\$1,500.63
Remit to: CHICAGO, IL					<b>FYTD:</b> \$6,002.52
COUNTRY SQUIRE ESTATES	242333	10/11/2021	AUG-SEPT 2021	UUT REFUND FOR AUG-SEPT 2021	\$19.65
Remit to: ONTARIO, CA					<b>FYTD:</b> \$98.85
COUNTS UNLIMITED, INC.	31867	10/11/2021	21448	TRAFFIC DATA COLLECTION	\$604.00
		10/11/2021	21496	TRAFFIC DATA COLLECTION	
		10/11/2021	21526	TRAFFIC DATA COLLECTION	
		10/11/2021	21442	TRAFFIC DATA COLLECTION	
	31919	10/18/2021	21514	TRAFFIC DATA COLLECTION	\$171.00
Remit to: CORONA, CA					<b>FYTD:</b> \$4,230.00

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COUNTY OF RIVERSIDE	242334	10/11/2021	3348	REGISTERED VOTERS CONFIRMATION-CFD NO. 4-M, ANNEX NO. 2021-04	\$350.00
		10/11/2021	3350	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01, AMEND NO. 61	
		10/11/2021	3343	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01, ANNEXATION NO. 8	
		10/11/2021	3341	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01, ANNEXATION NO. 5	
		10/11/2021	3349	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01, AMEND NO. 62	
		10/11/2021	3346	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01, ANNEXATION NO. 7	
		10/11/2021	3344	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01, ANNEXATION NO. 9	
		10/11/2021	3342	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01, ANNEXATION NO. 6	
		10/11/2021	3347	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01, ANNEXATION NO.10	
		10/11/2021	3345	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01, ANNEXATION NO11	
		242335	10/11/2021	21-312645	
	10/11/2021	21-432393	RECORDATION DOCUMENT		
242414	10/25/2021	PE0000000022	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,544.90	
Remit to: RIVERSIDE, CA					<b>FYTD: \$203,527.79</b>
COUNTY OF RIVERSIDE SHERIFF	31817	10/04/2021	SH0000039641	TOBACCO GRANT - 8/26-9/08/21	\$10,537.23
		10/04/2021	SH0000039639	TOBACCO GRANT - 7/29-8/11/21	
		10/04/2021	SH0000039640	TOBACCO GRANT - 8/12-8/25/21	
Remit to: RIVERSIDE, CA					<b>FYTD: \$13,127,357.20</b>

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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>
COWAN, DELORES R	31818	10/04/2021	SEPT. 2021	INSTRUCTOR SERVICES-CYSC ALL STARS CHEER CLASSES/FALL 2021	\$4,406.40
Remit to: MORENO VALLEY, CA					<b>FYTD: \$6,690.60</b>
CRASH DATA GROUP, INC	31819	10/04/2021	INV10320	CDR SOFTWARE SUBSCRIPTION 8/19/21 TO 8/19/22	\$1,250.00
Remit to: TEMECULA, CA					<b>FYTD: \$13,064.79</b>
CRIME SCENE STERI-CLEAN, LLC	31820	10/04/2021	42118	BIO HAZARD REMOVAL SERVICE	\$2,750.00
		10/04/2021	42042	BIO HAZARD REMOVAL SERVICE	
		10/04/2021	42167	BIO HAZARD REMOVAL SERVICE	
		10/04/2021	42067	BIO HAZARD REMOVAL SERVICE	
	31920	10/18/2021	42248	BIO HAZARD REMOVAL SERVICE	\$1,700.00
		10/18/2021	42228	BIO HAZARD REMOVAL SERVICE	
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD: \$6,150.00</b>
CROSSROAD MEGAWASH, INC DBA WASH BANK EXPRESS	31921	10/18/2021	005	CAR WASH SVC-PD	\$1,835.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$3,225.00</b>
CROWN CASTLE FIBER LLC	31868	10/11/2021	943882	INTERNET & DATA SVCS 10/01-10/30/21	\$1,250.00
Remit to: HOUSTON, TX					<b>FYTD: \$5,000.00</b>
CSG CONSULTANTS, INC.	31821	10/04/2021	F210597	FIRE PLAN REVIEW SVCS-AUG 2021	\$852.50
		10/18/2021	38853	CONSULTING SVCS-PLANNING	\$19,083.75
		10/18/2021	38810	PLAN CHECK SVCS-AUG 2021	
		10/18/2021	38337	PLAN CHECK SVCS-JULY 2021	
Remit to: FOSTER CITY, CA					<b>FYTD: \$99,632.89</b>

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DATA TICKET, INC.	31822	10/04/2021	123548ADDL	ADMIN CITATION PROCESSING-PD-APR 2021	\$1,141.45
		10/04/2021	128317	PARKING CITATION PROCESSING-PD-JULY 2021	
		10/04/2021	129512	ADMIN CITATION PROCESSING-ANIMAL SVC-AUG 2021	
		10/04/2021	129515	ADMINISTRATIVE CITATIONS-PD-AUG 2021	
	31923	10/18/2021	129513	ADMIN CITATION PROCESSING-BLDG & SAFETY-AUG 2021	\$446.14
	31977	10/25/2021	128316	ADMINISTRATIVE CITATIONS-CODE-JULY 2021	\$24,587.27
		10/25/2021	129130	PARKING CITATION PROCESSING-CODE-AUG 2021	
		10/25/2021	129514	ADMINISTRATIVE CITATIONS-CODE-AUGUST 2021	
Remit to: IRVINE, CA					<b>FYTD:</b> \$88,576.66
DAVID EVANS & ASSOCIATES, INC.	31924	10/18/2021	496103	SR-60/MORENO BEACH IC PHASE 2	\$14,860.50
Remit to: PASADENA, CA					<b>FYTD:</b> \$31,395.00
DELGADO , MARIA	242390	10/18/2021	MVA020042226	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$57.50
DELTA DENTAL OF CALIFORNIA	31823	10/04/2021	BE004618304	EMPLOYEE DENTAL INSURANCE-PPO	\$13,984.09
Remit to: SAN FRANCISCO, CA					<b>FYTD:</b> \$55,667.37
DELTACARE USA	31824	10/04/2021	BE004619101	EMPLOYEE DENTAL INSURANCE-HMO	\$4,049.82
Remit to: DALLAS, TX					<b>FYTD:</b> \$16,682.58
DEPARTMENT OF CONSERVATION	242415	10/25/2021	3RD QTR 2021	SMI FEES REPORT-2ND QTR ENDING 9/30/21	\$11,219.33
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$25,780.79
DEPARTMENT OF WATER RESOURCES	242370	10/18/2021	10142021-EP-DWR	ENCROACHMENT PERMIT	\$3,329.00
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$187,987.00

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DISCSports IN SOUTHERN CALIFORNIA	242408	10/18/2021	72101	DISC GOLF CONSULTING SVCS	\$550.00
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$550.00
DISH DBS CORPORATION	242336	10/11/2021	86557282/OCT21	SATELLITE TV-FIRE STATION 99-10/1-10/30/21	\$140.37
Remit to: PALATINE, IL					<b>FYTD:</b> \$587.65
DIVISION OF THE STATE ARCHITECT	242337	10/11/2021	3RD QTR 2021-796	STATE PORTION-DISABILITY ACCESS & EDUCATION FEE REPORT 796	\$199.20
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$472.80
DYETT & BHATIA URBAN AND REGIONAL PLANNERS	31925	10/18/2021	19-572-19	GENERAL PLAN UPDATE AND EIR CONSULTING 07/1-08/31/21	\$18,477.25
Remit to: OAKLAND, CA					<b>FYTD:</b> \$413,943.54
E.R. BLOCK PLUMBING & HEATING, INC.	31825	10/04/2021	135124	BACKFLOW DEVICE TEST-ZONE M	\$3,738.12
		10/04/2021	135123	BACKFLOW DEVICE TEST-ZONE 06	
		10/04/2021	135037	BACKFLOW DEVICE TEST-ZONE 09	
		10/04/2021	135128	BACKFLOW DEVICE TEST-ZONES D, M, S, 01, 02, 03, 08 & WQB	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$6,926.25
EASTERN MUNICIPAL WATER DISTRICT	242338	10/11/2021	AUG-21 10/11/21	WATER CHARGES	\$13,376.53
		10/11/2021	SEPT-21 10/11/21	WATER CHARGES	
	242371	10/18/2021	SEPT-21 10/18/21	WATER CHARGES	\$745.89
Remit to: PERRIS, CA					<b>FYTD:</b> \$819,290.77

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EDGEMONT COMMUNITY SERVICES DISTRICT	242308	10/04/2021	22-01	FY21/22 LIGHTING USER FEES-APN 291-250-005	\$825.76
		10/04/2021	22-03	FY21/22 LIGHTING USER FEES-APN 291-250-005 & 291-191-029	
Remit to: RIVERSIDE, CA					<b>FYTD: \$825.76</b>
EMERGENT BATTERY TECHNOLOGIES, INC.	31870	10/11/2021	39272	REPLACEMENT BATTERIES (10) FOR BATTERY BACKUP SYSTEMS	\$237.05
Remit to: ANAHEIM, CA					<b>FYTD: \$17,812.55</b>
ENTERPRISE SOLUTIONS CONSULTING, LLC	31872	10/11/2021	MVU-2021-10	CONSULTING SVCS-MV UTILITIES	\$16,957.53
Remit to: WEBSTER, NY					<b>FYTD: \$158,271.10</b>
ESI ACQUISITION, INC.	31826	10/04/2021	INVE313665	WEBEOC ANNUAL MAINTENANCE & SUPPORT 8/1/21-7/31/22	\$18,390.00
Remit to: ATLANTA, GA					<b>FYTD: \$18,390.00</b>
EVANS, FRANCELLEA	242426	10/25/2021	R21-159326	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$20.00</b>
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	31979	10/25/2021	JULY-21 (FH)	FAIR HOUSING ANTI-DISCRIMINATION SVCS-CDBG	\$4,176.99
		10/25/2021	JULY-21 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	
Remit to: RIVERSIDE, CA					<b>FYTD: \$13,023.25</b>
FAST SIGNS	242309	10/04/2021	70-42776	FABRICATION AND INSTALLATION OF SIGN FOR PUBLIC HEARING	\$573.68
Remit to: MORENO VALLEY, CA					<b>FYTD: \$5,056.66</b>
FEHR & PEERS	31827	10/04/2021	148740	PROFESSIONAL SVCS-7/31-8/27/21	\$2,291.63
Remit to: WALNUT CREEK, CA					<b>FYTD: \$2,291.63</b>

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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 AMERICAN DATA TREE, LLC	242372	10/18/2021	20027760921	ONLINE SOFTWARE SUBSCRIPTION-SEPT 21	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$397.30

Attachment: October 2021 Payment Register (4454 : PAYMENT REGISTER - OCTOBER 2021)



# City of Moreno Valley Payment Register

For Period 10/1/2021 through 10/31/2021

## 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>
FIRST CHOICE SERVICES	31980	10/25/2021	697458	WATER PURIF UNIT RENTAL-CONF & REC CTR	\$1,193.40
		10/25/2021	696004	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		10/25/2021	696005	WATER PURIF UNIT RENTAL-LIBRARY	
		10/25/2021	696006	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		10/25/2021	695994	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		10/25/2021	697465	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		10/25/2021	697619	WATER PURIF UNIT RENTAL-RAINBOW RIDGE	
		10/25/2021	697617	WATER PURIF UNIT RENTAL-VAL VERDE CHILD CARE SITE	
		10/25/2021	697471	WATER PURIF UNIT RENTAL-TRANS TRAILER	
		10/25/2021	697469	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		10/25/2021	696007	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		10/25/2021	697466	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		10/25/2021	697464	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		10/25/2021	697459	WATER PURIF UNIT RENTAL-CITY YARD	
		10/25/2021	697463	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		10/25/2021	697461	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		10/25/2021	697462	WATER PURIF UNIT RENTAL-FIRE STATION 6	
		10/25/2021	696003	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		10/25/2021	697467	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		10/25/2021	695992	WATER PURIF UNIT RENTAL-ANNEX 1	
		10/25/2021	697468	WATER PURIF UNIT RENTAL-LIBRARY	
		10/25/2021	695996	WATER PURIF UNIT RENTAL-CITY YARD	
		10/25/2021	697460	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		10/25/2021	697470	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		10/25/2021	697455	WATER PURIF UNIT RENTAL-ANNEX 1	
		10/25/2021	697454	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		10/25/2021	696157	WATER PURIF UNIT RENTAL-RAINBOW RIDGE	
		10/25/2021	696155	WATER PURIF UNIT RENTAL-VAL VERDE CHILD CARE SITE	
		10/25/2021	696002	WATER PURIF UNIT RENTAL-FIRE STATION 65	

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City of Moreno Valley  
Payment Register

For Period 10/1/2021 through 10/31/2021

**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>
FIRST CHOICE SERVICES		10/25/2021	695991	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		10/25/2021	695993	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		10/25/2021	697456	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		10/25/2021	695995	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		10/25/2021	697457	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		10/25/2021	695997	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		10/25/2021	695998	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		10/25/2021	695999	WATER PURIF UNIT RENTAL-FIRE STATION 6	
		10/25/2021	696000	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		10/25/2021	696001	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		10/25/2021	696008	WATER PURIF UNIT RENTAL-TRANS TRAILER	
Remit to: ONTARIO, CA					<b>FYTD:</b> \$2,386.80
FITNESS REPAIR SHOP INC. DBA COAST FITNESS	31828	10/04/2021	79745	GYM EQUIPMENT-FIRE	\$4,999.60
	31875	10/11/2021	79746	GYM EQUIPMENT-FIRE	\$2,047.25
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$7,046.85
FREEDOM FOREVER LLC	242324	10/04/2021	BFR21-0295	REFUND PERMIT FEE-PROCESSING ERROR-12368 CLOUDBURST TR	\$149.50
	242391	10/18/2021	BON21-1014	REFUND BUILDING PERMIT FEES-PROJECT CANCELLED-25865 HORADO LN	\$263.04
Remit to: TEMECULA, CA					<b>FYTD:</b> \$412.54
FRIENDS OF THE MV SENIOR CENTER	31981	10/25/2021	0721 MOVAN	SENIOR MOVAN PROGRAM-CDBG REIMBURSEMENT	\$10,279.33
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$10,279.33

Attachment: October 2021 Payment Register (4454 : PAYMENT REGISTER - OCTOBER 2021)



City of Moreno Valley  
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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	31982	10/25/2021	7002Z183-S-21278	BACKBONE COMMUNICATIONS SERVICE 10/5-11/4/21	\$1,607.08
Remit to: ROCHESTER, NY					FYTD: \$6,529.18
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	242339	10/11/2021	062221-8/OCT21	COMMUNICATION SVCS-09/28-10/27/21	\$1,190.00
Remit to: CINCINNATI, OH					FYTD: \$5,085.89
FRYER, CHRIS	242325	10/04/2021	142866	REFUND-PSN21-0049	\$975.00
Remit to: MORENO VALLEY, CA					FYTD: \$975.00
GARCIA, CHANTEL	31829	10/04/2021	SEPT. 2021	INSTRUCTOR SERVICES - ART EXPRESSION & SKETCHING CLASSES	\$252.00
	31876	10/11/2021	AUG. 2021	INSTRUCTOR SERVICES - ART/DRAWING CLASSES	\$245.00
	31983	10/25/2021	OCT. 2021	INSTRUCTOR SERVICES - ART EXPRESSION & SKETCHING CLASSES	\$252.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,290.40
GDS ASSOCIATES, INC.	31830	10/04/2021	0198222	ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY-MV UTILITY	\$1,380.00
Remit to: MARIETTA, GA					FYTD: \$1,380.00
GHALY, RENEE	242427	10/25/2021	R21-156900	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
GHIO, THERESA	242428	10/25/2021	R21-157930	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
GIL, DANIELA	242392	10/18/2021	R21-157739	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: LOMA LINDA, CA					FYTD: \$95.00

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**City of Moreno Valley  
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
GIRON, LISSETTE	31831	10/04/2021	FALL 2021	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,000.00</b>
GOELER, ALLISON	242393	10/18/2021	R21-157642	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$75.00</b>
GONG ENTERPRISES, INC.	31928	10/18/2021	8905	PLAN CHECK SVCS-TRACT 31590	\$19,980.00
		10/18/2021	8906	PLAN CHECK SVCS-TRACT 31590/PRECISE GRADING PLANS	
		10/18/2021	8907	PLAN CHECK SVCS-TRACT 31590/PEN20-0075	
		10/18/2021	8908	PLAN CHECK SVCS-TRACT 31590/PEN20-0075	
	31985	10/25/2021	8909	PLAN CHECK SVCS-PRECISE GRADING PLANS/PEN16-0130	\$5,670.00
Remit to: HUNTINGTON BEACH, CA					<b>FYTD: \$45,788.63</b>
GRAVES & KING, LLP	31877	10/11/2021	2107-0010335-05	LEGAL SERVICES-CLAIM MV1940 (S. MARTIN)	\$22,002.95
		10/11/2021	2108-0010472-01	LEGAL SERVICES-CLAIM 21-15156856	
		10/11/2021	2108-0010227-02	LEGAL SERVICES-CLAIM MV1908 (S. LATTIMORE)	
		10/11/2021	2108-0010328-03	LEGAL SERVICES-CLAIM MV2009 (D. MARIANO)	
		10/11/2021	2107-0010227-01	LEGAL SERVICES-CLAIM MV1908 (S. LATTIMORE)	
		10/11/2021	2108-0010471-01	LEGAL SERVICES-CLAIM 21-156862	
		10/11/2021	2107-0010166-04	LEGAL SERVICES-CLAIM MV 0010166-INRI TOWING	
		10/11/2021	2107-0010329-02	LEGAL SERVICES-CLAIM MV2009 (D. MARIANO)	
Remit to: RIVERSIDE, CA					<b>FYTD: \$48,666.95</b>
GREENTECH LANDSCAPE, INC.	31832	10/04/2021	51850	LANDSCAPE MAINT-ZONE E-7	\$661.16
	31929	10/18/2021	51835	LANDSCAPE MAINT-ZONES 03 & 04	\$8,546.85
		10/18/2021	51852	LANDSCAPE MAINT-ZONE 06	
Remit to: LOS ANGELES, CA					<b>FYTD: \$222,046.05</b>

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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>
GRID ALTERNATIVES	31930	10/18/2021	ARI0008240	CDBG 20/21 SOLAR ENERGY ASSISTANCE PROGRAM-JULY 2021	\$9,252.46
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$17,063.58
GROUP C MEDIA INC.	31879	10/11/2021	32254	1/2 PAGE ADVERTISING-BUSINESS FACILITIES-ISSUE 9/1/21	\$2,600.00
Remit to: TINTON FALLS, NJ					<u>FYTD:</u> \$2,600.00
GUTIERREZ, YXSTIAN	242373	10/18/2021	9/21 - 9/23/21	REIMBURSE MEALS & AIRPORT PARKING COSTS FOR LCC ANNUAL CONF.	\$138.49
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$343.43
HABITAT FOR HUMANITY RIVERSIDE	31987	10/25/2021	CDBG MV2021-14	CDBG-A BRUSH WITH KINDNESS PROGRAM-AUG 2021	\$1,318.53
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$201,777.19
HERNANDEZ, GISELL	242394	10/18/2021	R21-158917	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
HF&H CONSULTANTS, LLC	31931	10/18/2021	9718558	2021-2022 SOLID WASTE RATE ADJUSTMENT ANALYSIS	\$8,275.00
Remit to: WALNUT CREEK, CA					<u>FYTD:</u> \$8,275.00
HINDERLITER DE LLAMAS & ASSOCIATES	242340	10/11/2021	SIN011425	CANNABIS MANAGEMENT PROGRAM-AUGUST 2021	\$500.00
Remit to: BREAA, CA					<u>FYTD:</u> \$12,049.70
HP COMMUNICATIONS, INC	242341	10/11/2021	2138CMVIE01	KITCHING SUBSTATION FIBER RING PROJECT	\$12,528.00
Remit to: CORONA, CA					<u>FYTD:</u> \$37,618.00

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**Payment Register**  
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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>
HR GREEN PACIFIC INC.	31833	10/04/2021	146753	ON-CALL TRAFFIC ENGINEERING SERVICES	\$9,500.50
	31880	10/11/2021	146202	PLAN CHECK SVCS-ENCROACHMENT PERMITS	\$1,612.50
	31932	10/18/2021	146175	PLAN CHECK SVCS-PEN18-0027-0028	\$4,780.00
		10/18/2021	146214	PLAN CHECK SVCS-WQMP-THRU 7/30/21	
		10/18/2021	146918	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
Remit to: DES MOINES, IA					<u>FYTD:</u> \$69,596.28
HYLAND SOFTWARE, INC. (FMRLY SIRE TECHNOLOGIES)	31933	10/18/2021	LE01-223074	SIRE SOFTWARE QTRLY MAINT 11/1/21-1/31/22	\$6,458.33
Remit to: DALLAS, TX					<u>FYTD:</u> \$12,916.66
INLAND OVERHEAD DOOR COMPANY	31881	10/11/2021	47201	BAY DOOR #1 REPAIR-FIRE STATION 58	\$1,950.00
Remit to: COLTON, CA					<u>FYTD:</u> \$6,127.00
INTERPRETERS UNLIMITED	31834	10/04/2021	283738	LANGUAGE INTERPRETATION SERVICES	\$72.00
	31988	10/25/2021	287043	LANGUAGE INTERPRETATION SERVICES	\$66.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$396.00
JACKSON, RICK	242429	10/25/2021	C26282	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$2,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,000.00
JTB SUPPLY CO., INC.	31835	10/04/2021	109445	TRAFFIC SIGNAL MAINT SUPPLIES	\$14,332.91
	31882	10/11/2021	109497	TRAFFIC SIGNAL MAINT SUPPLIES	\$1,472.30
	31934	10/18/2021	109520	TRAFFIC SIGNAL MAINT SUPPLIES	\$976.65
Remit to: ORANGE, CA					<u>FYTD:</u> \$26,862.54

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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>
JUDY MOUNTAIN DBA PERRIS VALLEY PRINTING COMPANY	31935	10/18/2021	15073	SHOPPING CART INVENTORY CONTROL FORMS - CODE	\$104.25
Remit to: NUEVO, CA					<b>FYTD:</b> \$104.25
KOA CORPORATION	242310	10/04/2021	JC06061-10	ADVANCED DILEMMA ZONE DETECTION	\$23,453.36
	242374	10/18/2021	JC04042x11	JUAN BAUTISTA DE ANZA MULTI-USE TRAIL ATP 4	\$21,889.38
Remit to: MONTEREY PARK, CA					<b>FYTD:</b> \$309,576.12
KONICA MINOLTA BUSINESS SOLUTIONS, USA	31936	10/18/2021	38599517	COPIER LEASE-CITY WIDE	\$10,096.06
		10/18/2021	9008095142	COPIER USAGE-SEPT 2021	
Remit to: PASADENA, CA					<b>FYTD:</b> \$41,554.89
KROUPA, NICOLE	242395	10/18/2021	MVP88236	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$90.00
Remit to: LAKE ELSINORE, CA					<b>FYTD:</b> \$90.00
LAWSON, DARRAL	242396	10/18/2021	MVA030013326	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$9.00
	242397	10/18/2021	MVA050007649	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$239.00
Remit to: HEMET, CA					<b>FYTD:</b> \$248.00
LCG MVD LLC	242398	10/18/2021	145426	REFUND-MSHCP FEES/BFC21-0110	\$16,847.60
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$24,549.60
LEADING EDGE LEARNING CENTER	242416	10/25/2021	OCT. 2021	INSTRUCTOR SERVICES-ASVAB PREP & READING RASCALS 2 CLASSES	\$419.20
		10/25/2021	SEP. 2021	INSTRUCTOR SERVICES-ASVAB PREP & SAT/ACT TEST PREP CLASSES	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$877.60

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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>
LEIVAS, INC. DBA. LEIVAS LIGHTING	31937	10/18/2021	1010943	LANDSCAPE LIGHTING MAINT-ZONE 01	\$1,887.76
		10/18/2021	1010944	LANDSCAPE LIGHTING MAINT-ZONE D	
	31989	10/18/2021	1010942	LANDSCAPE LIGHTING MAINT-ZONES M E-7, 01, 02, & 03	
		10/25/2021	1010954	LANDSCAPE LIGHTING MAINT-ZONES M, E-7, 01, 02 & 03	\$623.42
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,894.18
LEXISNEXIS PRACTICE MANAGEMENT	31883	10/11/2021	3093485329	LEGAL RESEARCH TOOLS-SEPT 2021	\$883.20
Remit to: CHICAGO, IL					<u>FYTD:</u> \$3,532.80
LIBRARY SYSTEMS & SERVICES, LLC	31990	10/25/2021	INV4621	LIBRARY GRANT-SUMMER LUNCH AT THE LIBRARY-SEPTEMBER 2021	\$3.12
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$814,157.48
LIFT ENERGY CONSTRUCTION INC	242326	10/04/2021	BON21-1298	REFUND PERMIT FEE-PROCESSING ERROR-15350 VIA ALICIA DR	\$447.80
Remit to: LEHI, UT					<u>FYTD:</u> \$447.80
LOPEZ, LEONARDO	242399	10/18/2021	2002320.047	REFUND-MENS BASKETBALL LEAGUE	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LYONS SECURITY SERVICE, INC.	31884	10/11/2021	29057	SECURITY GUARD SVCS-EMPLOYEE RESOURCE CTR.-SEPT 2021-COVID	\$20,930.63
		10/11/2021	29058	SECURITY GUARD SVCS-LIBRARY-SEPT 21	
		10/11/2021	29052	SECURITY GUARD SVCS-CITY HALL-SEPT 2021	
		10/11/2021	29055	SECURITY GUARD SVCS-CONF & REC CTR-SEPT 2021	
		10/11/2021	29059	SECURITY GUARD SVCS-SENIOR CENTER-SEPT 2021	
		10/11/2021	29060	SECURITY GUARD SVCS-TOWNGATE-SEPT 2021	
		10/11/2021	29056	SECURITY GUARD SVCS-CONF & REC CTR SPECIAL EVENT-SEPT 2021	
		10/11/2021	29054	SECURITY GUARD SVCS-COTTONWOOD GOLF SPECIAL EVENT-SEPT 21	
	31938	10/18/2021	29053	SECURITY GUARD SVCS-COMMUNITY PARK-SEPT 2021	\$2,067.99
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$96,017.28
MAGELLAN ADVISORS, LLC.	31885	10/11/2021	MA09302104	FIBER CONSULTANT SERVICES	\$12,987.33
Remit to: MIAMI, FL					<b>FYTD:</b> \$38,961.99
MANDELL MUNICIPAL COUNSELING	242342	10/11/2021	SEPTEMBER 2021	LEGAL SERVICES FOR SPECIAL FINANCING DISTRICTS	\$1,050.00
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$2,010.00
MARCH JOINT POWERS AUTHORITY	242375	10/18/2021	55103	GAS CHARGES-M.A.R.B. BUILDING 823-AUG. 2021	\$52.79
		10/18/2021	55106	GAS CHARGES-M.A.R.B. BUILDING 938-AUG. 2021	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$223.62

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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>
MARIPOSA LANDSCAPES, INC.	31886	10/11/2021	94770	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-SEP. 2021	\$699.76
		10/11/2021	94761	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-SEP. 2021	
		10/11/2021	94776	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-SEP. 2021	
	31991	10/25/2021	94966	LANDSCAPE EXTRA WORK-SEP21-ZONE 02/IRRIGATION REPAIRS	\$2,549.97
		10/25/2021	94965	LANDSCAPE EXTRA WORK-SEP21-ZONE 02/IRRIGATION REPAIRS	
		10/25/2021	94955	LANDSCAPE EXTRA WORK-JUL21-ZONE 02/BROKEN TREE BRANCH CLEAN UP	
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$232,741.28
MARQUEZ, DAVID	31940	10/18/2021	9/21 - 9/24/21	REIMBURSE MEALS, PARKING, & TRANSPORTATION FOR LCC ANNUAL CONF.	\$230.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$433.74
MCCAIN TRAFFIC SUPPLY	242376	10/18/2021	INV0261691	TRAFFIC SIGNAL EQUIPMENT	\$1,900.71
Remit to: VISTA, CA					<u>FYTD:</u> \$2,147.46
MCKINLEY ELEVATOR CORPORATION	242343	10/11/2021	A144709-IN	DOSH PERMIT CLEARING-CONFERENCE & REC CENTER	\$108.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$608.00
MERCHANTS BUILDING MAINTENANCE, LLC.	31887	10/11/2021	641606	ENHANCED COVID-19 CLEANING SERVICES-ANNEX 1 ON 8/5/21	\$466.80
	31992	10/25/2021	642399	EXTRA DAY PORTER FOR EL GRITO EVENT ON 9/15/21	\$1,226.12
		10/25/2021	644765	SEP. 2021 SPECIAL CLEANINGS FOR EVENT RENTALS-TOWNGATE COMM. CTR	
		10/25/2021	637715	COVID-19 DISINFECTANT CLEANING SVCS-RAINBOW RIDGE PORTABLE/JUL21	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$288,381.35

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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>
MISSION LINEN SUPPLY, INC.	31993	10/25/2021	515417056	LINEN RENTAL SERVICES	\$728.29
		10/25/2021	515546350	LINEN RENTAL SERVICES	
		10/25/2021	515517671	LINEN RENTAL SERVICES	
		10/25/2021	515592103	LINEN RENTAL SERVICES	
		10/25/2021	515510251	LINEN RENTAL SERVICES	
		10/25/2021	515461362	LINEN RENTAL SERVICES	
		10/25/2021	515195638	LINEN RENTAL SERVICES	
		10/25/2021	515324676	LINEN RENTAL SERVICES	
		10/25/2021	515239760	LINEN RENTAL SERVICES	
		10/25/2021	515151242	LINEN RENTAL SERVICES	
		10/25/2021	515637089	LINEN RENTAL SERVICES	
		10/25/2021	515679218	LINEN RENTAL SERVICES	
		10/25/2021	515284586	LINEN RENTAL SERVICES	
10/25/2021	515372688	LINEN RENTAL SERVICES			
Remit to: SANTA BARBARA, CA					<b>FYTD:</b> \$728.29
MORENO VALLEY DIAMOND GIRLS SOFTBALL ASSOCIATION	31942	10/18/2021	OCT 13, 2021	SPONSORSHIP-DIAMOND GIRLS SOFTBALL ASSOCIATION	\$500.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,000.00
MORENO VALLEY FRIENDS OF THE LIBRARY	31888	10/11/2021	SEPTEMBER 2021	PASS THROUGH FUNDS-9/1-9/30/21	\$1,068.60
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$2,501.85
MORENO VALLEY MALL HOLDING, LLC	31994	10/25/2021	NOV. 2021 RENT	NOVEMBER 2021 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$27,498.16

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MORENO VALLEY NOON ROTARY	242400	10/18/2021	2002323.047	CONFERENCE & REC.CTR. RENTAL REFUND	\$524.10
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$524.10
MORENO VALLEY TOW & RADIATOR	242311	10/04/2021	21-14685	EVIDENCE TOWING FOR PD	\$265.00
	242377	10/18/2021	14831	EVIDENCE TOWING FOR PD	\$834.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,179.00
MORENO, ROSAURA	242327	10/04/2021	2002302.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$209.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$209.60
MPULSE MAINTENANCE SOFTWARE, INC.	31943	10/18/2021	21093900	MPULSE ANNUAL SOFTWARE MAINTENANCE RENEWAL 12/16/21-12/15/22	\$6,413.76
Remit to: EUGENE, OR					<u>FYTD:</u> \$6,413.76
MUNISERVICES, LLC DBA AVENU MUNISERVICES, LLC	242432	10/25/2021	INV06-012794	ACFR STATISTICAL REPORTS - SEP. 2021	\$1,900.00
Remit to: CENTREVILLE, VA					<u>FYTD:</u> \$1,900.00
MUSICSTAR	242417	10/25/2021	OCT. 2021	INSTRUCTOR SERVICES-INTRO TO ANIME DRAWING & VIDEO GAME DESIGN	\$141.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,658.00
NAMEKATA, JAMES	31995	10/25/2021	OCT. 2021	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$399.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,803.60
NEXTERA ENERGY CAPITAL HOLDINGS INC.	242378	10/18/2021	667311	RENEWABLE ENERGY-MV UTILITY-SEP. 2021	\$6,137.73
Remit to: JUNO BEACH, FL					<u>FYTD:</u> \$131,998.21

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NGUYEN, CLEMENT BA DUONG	31996	10/25/2021	OCT. 2021	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	\$1,087.80
		10/25/2021	SEP. 2021	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$3,087.00
NV5, INC.	31889	10/11/2021	232946	ON-CALL CONSTRUCTION INSPECTION SERVICES - AUG. 2021	\$20,300.81
Remit to: HOLLYWOOD, FL					<u>FYTD:</u> \$101,164.32
ONESOURCE DISTRIBUTORS, INC.	31837	10/04/2021	S6754449.001	PME 10 SWITCH FOR STOCK	\$21,979.92
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$58,477.00
OPERATION SAFEHOUSE, INC.	31997	10/25/2021	1 / JUL-21	CDBG SUBRECIPIENT PAYMENT-EMERGENCY SHELTER FOR YOUTH PROGRAM	\$1,363.13
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,304.65
OSUNA, JESUS	242389	10/18/2021	OCT 18, 2021	MARIACHI-MPT BACA MEMORIAL	\$900.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$900.00
PAPER RECYCLING AND SHREDDING SPECIALISTS	242344	10/11/2021	496812	ON-SITE DOCUMENT SHREDDING SERVICES 9/10/21	\$171.00
Remit to: SAN DIMAS, CA					<u>FYTD:</u> \$1,115.00
PARSONS TRANSPORTATION GROUP, INC.	31838	10/04/2021	2110A006	SR-60/MORENO BEACH IC PHASE 2	\$6,863.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$10,917.55
PEDLEY SQUARE VETERINARY CLINIC	31998	10/25/2021	AUG-2021	VETERINARY SERVICES-MV ANIMAL SHELTER	\$9,585.73
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$40,591.22

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PEPE'S TOWING	242418	10/25/2021	101278	EVIDENCE TOWING FOR PD	\$795.00
		10/25/2021	101281	EVIDENCE TOWING FOR PD	
		10/25/2021	102077	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,397.84
PERCEPTIVE ENTERPRISES, INC.	31891	10/11/2021	3728	PROFESSIONAL DBE/ CPR CONSULTING SERVICES	\$7,218.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$30,498.00
PERRIS INTER SOCCER LEAGUE	242409	10/18/2021	OCT 18, 2021	SPONSORSHIP-INTERCITIES SOCCER LEAGUE	\$2,500.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$2,500.00
PETTY CASH - FINANCE	242320	10/04/2021	OCT. 4, 2021	MAYOR'S CUP GOLF TOURNAMENT PRIZES	\$1,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,361.13
PRIORIT CONSULTING, LLC	31945	10/18/2021	PC 265	DEVELOPER SUPPORT SERVICES FOR GIS SERVER ENVIRONMENTS	\$900.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$900.00
PROJECT ENERGY SAVERS, LLC	242419	10/25/2021	21-518	PROMOTIONAL ITEMS - MV UTILITY	\$247.82
Remit to: BROOKLYN, NY					<u>FYTD:</u> \$247.82
PROMONTORY PARK MV HOMEOWNERS ASSN.	242401	10/18/2021	2002326-8.047	MISCELLANEOUS SERVICES	\$243.30
Remit to: CORONA, CA					<u>FYTD:</u> \$243.30
PSOMAS	31999	10/25/2021	177658	JUAN BAUTISTA TRAIL ATP-2	\$5,815.85
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$9,037.53
QUADIENT LEASING USA, INC.	32000	10/25/2021	N8977055	MAIL MACHINE LEASE 8/27/21-11/26/21	\$1,193.55
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,193.55

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RANCHO BELAGO DANCE COMPANY	31839	10/04/2021	SEPT. 2021	INSTRUCTOR SERVICES-DANCE/TUMBLING/CHEER CLASSES	\$480.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$800.00
READY REFRESH BY NESTLE	31892	10/11/2021	01H0035449180	BOTTLED WATER COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	\$251.19
		10/11/2021	01I0035449180	BOTTLED WATER COOLER RENTAL/PROF. CLEANING SVC-ARMADA CHILD CARE	
		10/11/2021	01H0035449305	BOTTLED WATER COOLER RENTAL-CREEKSIDE ELEMENTARY/CHILD CARE	
		10/11/2021	01F0035449180	BOTTLED WATER COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	
		10/11/2021	01I0035449305	BOTTLED WATER, COOLER RENTAL & PROF. CLEANINGS-CREEKSIDE C. CARE	
		10/11/2021	01G0035449180	BOTTLED WATER COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	
	32001	10/25/2021	01J0035449180	BOTTLED WATER & COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	\$15.61
		10/25/2021	01J0035449305	BOTTLED WATER COOLER RENTAL-CREEKSIDE ELEMENTARY/CHILD CARE	
Remit to: LOUISVILLE, KY					<b>FYTD:</b> \$267.87
REGALADO, BLANCA E	31893	10/11/2021	SEPT. 2021	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$541.20
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,437.00
REYES SR., ROBERT	242402	10/18/2021	MVA040031697	REFUND- PARKING CONTROL FEES-OVERPAYMENT	\$57.50
Remit to: ORANGE, CA					<b>FYTD:</b> \$57.50

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RIGHTWAY SITE SERVICES, INC.	242313	10/04/2021	290754	PORTABLE RESTROOM RENTAL AT POLICE STATION	\$114.55
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$15,460.96
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	242345	10/11/2021	HS0000007063	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$50.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$100.00
RIVERSIDE COUNTY HABITAT CONSERVATION	242346	10/11/2021	3RD QTR 2021	STEPHEN'S KANGAROO RAT MITIGATION FEES FOR QTR ENDING 9/30/21	\$15,815.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$24,560.00
RIVERSIDE COUNTY OFFICE OF EDUCATION	242379	10/18/2021	2022/395	TRANSLATION SVCS-CITY CLERK	\$126.88
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,301.07
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	32002	10/25/2021	1167	SART EXAMS BILLING FOR PD - SEP. 2021	\$1,200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,000.00
ROADPOST USA INC DBA BLUECOSMO	32003	10/25/2021	BU01374968	SATELLITE PHONE SERVICE PLAN-FIRE	\$553.58
Remit to: SEATTLE, WA					<u>FYTD:</u> \$2,192.38
ROBERT HALF INTERNATIONAL, INC.	32004	10/25/2021	REB57556434	APPLICATIONS ANALYST TEMP-W.E. 04/23/21 (J. PERLAS)-REVISED INV.	\$3,646.50
		10/25/2021	REB574597271	APPLICATIONS ANALYST TEMP-W.E. 04/09/21 (J. PERLAS)-REVISED INV.	
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$3,646.50

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ROSALES, MARIA	242328	10/04/2021	R21-158325	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
RSG, INC	31947	10/18/2021	1007807	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES-SEP. 2021	\$6,338.75
Remit to: IRVINE, CA					<u>FYTD:</u> \$21,749.90
SAFEWAY SIGN CO.	31948	10/18/2021	51919	TRAFFIC SIGNS/HARDWARE	\$302.82
	32006	10/25/2021	51965	TRAFFIC SIGNS/HARDWARE	\$1,258.52
Remit to: ADELANTO, CA					<u>FYTD:</u> \$14,891.17
SALVATION ARMY	31840	10/04/2021	ESG 20/21 - 11	ESG SUBRECIPIENT PAYMENT-STREET OUTREACH PROGRAM	\$7,891.77
		10/04/2021	1 /CDBG HTW 2021	CDBG SUBRECIPIENT PAYMENT-NEIGHBORHOOD CLEANUP/HOMELESS TO WORK	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$114,073.01
SANTA CRUZ, ELENA	242410	10/19/2021	1762-0018	DONATED FUNDS FOR MPT V. BACA FAMILY	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
SANTA CRUZ, ELENA V	242433	10/28/2021	NET CHECK	DISTRIBUTION OF NET CHECK-EMP #700436	\$986.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$986.50
SANTOS, VANESSA	242329	10/04/2021	2002304.047	REFUND-OPEN SPACE-TOWNGATE	\$21.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$21.80

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SC COMMERCIAL LLC DBA SC FUELS	242406	10/18/2021	1965709-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$9,815.20
		10/18/2021	1962703-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		10/18/2021	1967860-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		10/18/2021	1966041-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					<b>FYTD:</b> \$117,871.67
SEARLE CREATIVE GROUP, LLC	31949	10/18/2021	21943	WEBSITE HOSTING & MAINTENANCE-SEP. 2021	\$1,107.00
Remit to: VENTURA, CA					<b>FYTD:</b> \$5,439.75
SECURITY LOCK & KEY	242347	10/11/2021	31025	EXTRA KEYS FOR TOWNGATE COMM. CENTER	\$59.70
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$1,285.30
SECURITY SIGNAL DEVICES, INC. DBA SSD ALARM	32007	10/25/2021	R-00319826	ALARM SYSTEM SERVICES FOR MOVAL & KITCHING SUBSTATIONS-NOV. 2021	\$464.85
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$2,324.25
SHAW, DEBRA	242403	10/18/2021	R21-159683	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$20.00
SIGNS BY TOMORROW	31950	10/18/2021	27556	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	\$1,215.00
		10/18/2021	27557	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
		10/18/2021	27429	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
		10/18/2021	27555	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
	32008	10/25/2021	27705	UPDATE/CONTINUANCE OF PUBIC HEARING SIGN	\$239.25
Remit to: MURRIETA, CA					<b>FYTD:</b> \$2,669.25

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SITEONE LANDSCAPE SUPPLY HOLDING, LLC	242348	10/11/2021	109958469-001	IRRIGATION SUPPLIES FOR PARKS MAINTENANCE	\$9,155.30
Remit to: CHICAGO, IL					<b>FYTD:</b> \$9,155.30
SOUTHERN CALIFORNIA EDISON	242314	10/04/2021	SEP-21 10/4/21	ELECTRICITY CHARGES	\$7,735.82
	242380	10/18/2021	435293103/SEP-21	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS (CREDIT APPLIED)	\$22,205.25
		10/18/2021	498683714/SEP-21	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS (CREDIT APPLIED)	
		10/18/2021	SEP-21 10/18/21	ELECTRICITY CHARGES	
		10/18/2021	433869021/SEP-21	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS (CREDIT APPLIED)	
		10/18/2021	431591238/SEP-21	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS (CREDIT APPLIED)	
	242420	10/25/2021	SEP-21 10/25/21	ELECTRICITY CHARGES	\$4,870.69
Remit to: ROSEMEAD, CA					<b>FYTD:</b> \$641,973.75
SOUTHERN CALIFORNIA GAS CO.	242421	10/25/2021	SEP-2021	GAS CHARGES	\$3,722.27
Remit to: MONTEREY PARK, CA					<b>FYTD:</b> \$12,903.25
SOUTHWEST OFFSET PRINTING CO., INC.	242381	10/18/2021	180882	PRINTING, ETC. FOR SOARING ACTIVITY GUIDES/SEPT-DEC 2021 ISSUE	\$15,159.42
Remit to: GARDENA, CA					<b>FYTD:</b> \$15,159.42
SOUTHWEST POWER POOL, INC.	31841	10/04/2021	WIUFMP352PY26	PLAN YR 26 BILLING/PY 25 RESETTLEMENT - MV UTILITY SHARE	\$256.70
Remit to: LITTLE ROCK, AR					<b>FYTD:</b> \$256.70
STANDARD INSURANCE CO	242315	10/04/2021	211001	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,269.53
Remit to: PORTLAND, OR					<b>FYTD:</b> \$4,905.52

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STATE BOARD OF EQUALIZATION 1	32097	10/28/2021	3RD QTR 2021	SALES & USE TAX REPORT FOR THE QUARTER ENDING 9/30/21	\$577.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$2,115.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	242382	10/18/2021	530224	LIVE SCAN FINGERPRINTING APPS FOR PD-AUG. 2021	\$98.00
	242422	10/25/2021	536545	LIVE SCAN FINGERPRINTING APPS FOR PD-SEP. 2021	\$343.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$9,532.00
STATE WATER RESOURCES CONTROL BOARD	242351	10/11/2021	101121 - RWQCB	MORENO MDP LINE K-1 STG 3 AND LINE K-4 (APP FEE)	\$2,066.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$2,066.00
STC TRAFFIC, INC.	31894	10/11/2021	4880	CITY TRAFFIC ENGINEER CONSULTING SERVICES-AUG. 2021	\$6,475.73
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$57,775.73
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	31951	10/18/2021	43488	TRANSCRIPTION SERVICES FOR PD-SEP. 2021	\$540.36
Remit to: CORONA, CA					<u>FYTD:</u> \$2,007.71
STEPHEN H BADGETT CONSULTING LLC	31895	10/11/2021	MVU-030	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/SEP. 2021	\$1,800.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$8,887.50

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STEVEN PERRY PROFESSIONAL PHOTOGRAPHY	31896	10/11/2021	210917.1	PHOTOGRAPHY SERVICES 09/15/21 - EL GRITO CELEBRATION EVENT	\$1,003.50
		10/11/2021	210926.1	PHOTOGRAPHY SVCS. 9/18 & 9/25/21-LEONARD BASKETBALL COURT EVENTS	
	31952	10/18/2021	2101007.1	PHOTOGRAPHY SERVICES 10/04/21 - MAYOR'S CUP GOLF TOURNEY EVENT	\$420.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,410.95
STILES ANIMAL REMOVAL, INC.	242352	10/11/2021	111442	DECEASED LARGE ANIMAL REMOVAL SERVICES-SEP. 2021	\$1,750.00
Remit to: GUAСТИ, CA					<u>FYTD:</u> \$6,380.00
STRADLING, YOCCA, CARLSON & RAUTH	31953	10/18/2021	380385-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-SEP. 2021	\$2,489.40
		10/18/2021	379555-0004	LEGAL SERVICES-EUCALYPTUS GROVE MATTER-AUG. 2021	
		10/18/2021	379553-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-AUG. 2021	
		10/18/2021	380386-0003	LEGAL SERVICES-COTTONWOOD MATTER-SEP. 2021	
		10/18/2021	379554-0003	LEGAL SERVICES-COTTONWOOD MATTER-AUG. 2021	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$22,995.20
SUETSUGU, MICHELLE	242362	10/11/2021	R21-157803	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
SUN ENERGY CONSTRUCTION	242430	10/25/2021	BON21-0902	REFUND BUILDING PERMIT FEES-PROCESSING ERROR-16015 PALOMINO	\$447.80
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$447.80

Attachment: October 2021 Payment Register (4454 : PAYMENT REGISTER - OCTOBER 2021)



City of Moreno Valley  
Payment Register  
For Period 10/1/2021 through 10/31/2021

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SUNNYMEAD ACE HARDWARE	242353	10/11/2021	92596	MISC SUPPLIES FOR FIRE STATION	\$36.99
		10/11/2021	92556	MISC SUPPLIES FOR FIRE STATION	
Remit to: MORENO VALLEY, CA					FYTD: \$1,107.85
TESLA ENERGY OPERATIONS INC	242431	10/25/2021	BON20-0883	REFUND BUILDING PERMIT FEES-PROJECT CANCELLED-27784 DE LA VALLE	\$262.16
Remit to: RIVERSIDE, CA					FYTD: \$404.96
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	31897	10/11/2021	134866	FLEX AND COBRA ADMIN FEES-SEPT 2021	\$1,601.95
Remit to: TEMECULA, CA					FYTD: \$192,102.29
THE CONVERSE PROFESSIONAL GROUP	31843	10/04/2021	21-81152-01-02	WATER SEEPAGE EVALUATION RPT-VALLEY SKATE PARK-(8/1-9/03/21)	\$2,970.00
Remit to: REDLANDS, CA					FYTD: \$9,500.00
THE LEW EDWARDS GROUP	31954	10/18/2021	21-07	STRATEGIC CONSULTING PLANNING-SEPTEMBER 2021	\$6,000.00
Remit to: OAKLAND, CA					FYTD: \$24,000.00
HERMAL-COOL INC.	242354	10/11/2021	WO-0018674	HVAC SERVICE-REPLACED CONTROL BOARD - LASSELLE SPORTS PARK	\$984.25
		10/11/2021	WO-0019044	HVAC UNIT MAINTENANCE - LASSELLE SPORTS PARK	
		10/11/2021	WO-0018738	HVAC SERVICE & REFRIGERANT - LASSELLE SPORTS PARK	
Remit to: RIVERSIDE, CA					FYTD: \$984.25
THOMPSON, BOBBY	242404	10/18/2021	2002331.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$209.60
Remit to: MORENO VALLEY, CA					FYTD: \$209.60

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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>
THOMSON REUTERS-WEST PUBLISHING CORP.	31955	10/18/2021	845118872	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-SEP. 2021	\$1,210.41
Remit to: CAROL STREAM, IL					<b>FYTD:</b> \$4,841.64
TIME WARNER CABLE	242383	10/18/2021	091922301100121	FIBER INTERNET ACCESS SERVICES - OCT. 2021	\$844.00
Remit to: PITTSBURGH, PA					<b>FYTD:</b> \$10,730.00
TITAN RENTAL GROUP, INC.	242384	10/18/2021	RES# 43478-FINAL	RENTAL OF CANOPY AND EQUIPMENT FOR MAYOR'S CUP GOLF TOURNAMENT	\$2,511.18
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$5,980.18
TKE ENGINEERING INC	242355	10/11/2021	2021-715	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-JUL. 2021	\$18,829.88
		10/11/2021	2021-716	PROF. CONSTRUCTION SERVICES-DEMONSTRATION GARDEN PROJECT/JUL-21.	
		10/11/2021	2021-717	PROF. CONSTRUCTION SERVICES-MARQUEE SIGN PROJECT/JUL. 2021	
	242356	10/11/2021	2021-634	CONSULTANT PLAN CHECK SERVICES-PROJECT 128-13.06 RES. CORP. CTR.	\$1,530.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$128,359.51
T-MOBILE USA	242316	10/04/2021	9465550382	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$30.00
Remit to: SEATTLE, WA					<b>FYTD:</b> \$3,690.00
TORTORO ENTERPRISES INC. DBA FUN SERVICES	242317	10/04/2021	230887	EL GRITO EVENT	\$5,585.00
Remit to: YORBA LINDA, CA					<b>FYTD:</b> \$11,525.00

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**City of Moreno Valley**  
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**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TOWNSEND PUBLIC AFFAIRS, INC.	31956	10/18/2021	17288	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-JUL. 2021	\$8,000.00
		10/18/2021	17384	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-AUG. 2021	
	32010	10/25/2021	17626	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-OCT. 2021	\$4,000.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$12,000.00
TRICHE, TARA	31845	10/04/2021	SEPT. 2021	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,285.20
	32011	10/25/2021	OCT. 2021	INSTRUCTOR SERVICES-BALLET/DANCE EXPLORATION CLASSES	\$1,713.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,745.80
TRINITY DIVERSIFIED, INC.	242357	10/11/2021	8290	PARTS/SUPPLIES FOR STRIPING & STENCIL TRUCKS	\$1,058.72
		10/11/2021	8299	PARTS/SUPPLIES FOR STRIPING & STENCIL TRUCKS	
Remit to: GARDENA, CA					<u>FYTD:</u> \$1,058.72
TRUEPOINT SOLUTIONS, LLC	31957	10/18/2021	21-892	SUPPORT SERVICES-SEP. 2021-EPERMIT HUB/BUILDING REVISIONS	\$3,637.50
		10/18/2021	21-891	SUPPORT SERVICES-SEP. 2021-ACP/ACA SUPPORT & ENHANCEMENTS	
Remit to: LOOMIS, CA					<u>FYTD:</u> \$10,275.00
TSG ENTERPRISES, INC. DBA THE SOLIS GROUP	31898	10/11/2021	7768	CITYWIDE PAVEMENT REHAB FY20/21	\$6,681.00
		10/11/2021	7770	SR-60/MORENO BEACH IC PHASE 2	
		10/11/2021	7769	PAVEMENT REHAB FOR VARIOUS STS FY20/21	
Remit to: PASADENA, CA					<u>FYTD:</u> \$14,445.00

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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>
TUMON BAY RESORT & SPA	32012	10/25/2021	NOV. 2021 RENT	NOV. 2021 RENT (INCL. CAM, ETC) FOR BUSINESS & EMP. RESOURCE CTR	\$7,994.81
Remit to: TAMUNING, GU					<u>FYTD:</u> \$31,979.24
TWINING, INC.	32013	10/25/2021	88377	ELECTRICAL SWITCH 61 RECONFIGURATION PROJECT SERVICES-SEP. 2021	\$1,901.12
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$2,759.12
U.S. BANK NA	32014	10/25/2021	12885504	INVESTMENT CUSTODIAL SERVICES-AUG. 2021	\$625.00
Remit to: ST. PAUL, MN					<u>FYTD:</u> \$1,250.00
ULTRASERV AUTOMATED SERVICES, LLC	31899	10/11/2021	256486	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	\$789.93
		10/11/2021	256487	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		10/11/2021	256566	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		10/11/2021	256551	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		10/11/2021	256624	COFFEE SERVICE SUPPLIES-CITY YARD	
	32015	10/25/2021	256792	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$461.85
		10/25/2021	256704	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		10/25/2021	256705	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		10/25/2021	256706	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$3,723.71

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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>
UNDERGROUND SERVICE ALERT	31958	10/18/2021	820210470 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG. 2021	\$262.45
		10/18/2021	820210470 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG. 2021	
		10/18/2021	820210470 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG. 2021	
		10/18/2021	820210470 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG. 2021	
	31959	10/18/2021	920210470 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-SEP. 2021	\$173.35
		10/18/2021	920210470 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-SEP. 2021	
		10/18/2021	920210470 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-SEP. 2021	
		10/18/2021	920210470 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-SEP. 2021	
	242385	10/18/2021	dsb20204396 (a)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	\$124.53
			dsb20204396 (b)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
			dsb20204396 (c)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
			dsb20204396 (d)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
	242386	10/18/2021	dsb20204950 (d)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	\$124.53
			dsb20204950 (c)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
			dsb20204950 (b)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
			dsb20204950 (a)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	

Remit to: CORONA, CA

FYTD: \$1,670.90

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
UNITED POWER GENERATION, INC.	31900	10/11/2021	5359	GENERATOR PREVENTATIVE MAINT./LOAD BANK REPAIR-FIRE STATION 58	\$6,337.25
		10/11/2021	5360	GENERATOR PREVENTATIVE MAINT./LOAD BANK REPAIR-FIRE STATION 91	
		10/11/2021	5361	GENERATOR PREVENTATIVE MAINT./LOAD BANK REPAIR-FIRE STATION 65	
		10/11/2021	5362	GENERATOR PREVENTATIVE MAINT./LOAD BANK REPAIR-FIRE STATION 6	
		10/11/2021	5363	GENERATOR PREVENTATIVE MAINT./LOAD BANK REPAIR-FIRE STATION 48	
		10/11/2021	5365	GENERATOR PREVENTATIVE MAINT./LOAD BANK REPAIR-FIRE STATION 99	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,369.27
UNITED ROTARY BRUSH CORP	31960	10/18/2021	CI274035	STREET SWEEPER BRUSHES & ACCESSORIES	\$2,155.51
		10/18/2021	CI273604	STREET SWEEPER BRUSHES & ACCESSORIES	
		10/18/2021	CI272821	STREET SWEEPER BRUSHES & ACCESSORIES	
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$18,623.22
UNITED SITE SERVICES OF CA, INC.	31901	10/11/2021	114-12440040	FENCE RENTAL AT ANIMAL SHELTER 09/23-10/20/21	\$106.40
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$425.60

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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>
VACATE TERMITE & PEST ELIMINATION COMPANY	31961	10/18/2021	113260	PEST CONTROL SERVICE-SEP. 2021-ANIMAL SHELTER	\$1,115.00
		10/18/2021	113053	PEST CONTROL SERVICE-SEP. 2021-FIRE STATION 91	
		10/18/2021	113253	PEST CONTROL SERVICE-SEP. 2021-CONFERENCE & REC. CENTER	
		10/18/2021	113310	PEST CONTROL SERVICE-SEP. 2021-ANNEX 1	
		10/18/2021	113057	PEST CONTROL SERVICE-SEP. 2021-FIRE STATION 65	
		10/18/2021	113060	PEST CONTROL SERVICE-SEP. 2021-LIBRARY	
		10/18/2021	113069	PEST CONTROL SERVICE-SEP. 2021-FIRE STATION 99	
		10/18/2021	113072	PEST CONTROL SERVICE-AUG. 2021-FIRE STATION 58 (SECOND SVC.)	
		10/18/2021	113080	PEST CONTROL SERVICE-SEP. 2021-SENIOR CENTER	
		10/18/2021	113083	PEST CONTROL SERVICE-SEP. 2021-FIRE STATION 48	
		10/18/2021	113250	PEST CONTROL SERVICE-SEP. 2021-FIRE STATION 58 (SECOND SVC.)	
		10/18/2021	113251	PEST CONTROL SERVICE-SEP. 2021-COTTONWOOD GOLF CENTER	
		10/18/2021	113079	PEST CONTROL SERVICE-SEP. 2021-FIRE STATION 58	
		10/18/2021	113308	PEST CONTROL SERVICE-SEP. 2021-CITY YARD	
		10/18/2021	113307	PEST CONTROL SERVICE-SEP. 2021-CITY YARD SANTIAGO OFFICE	
		10/18/2021	113273	PEST CONTROL SERVICE-SEP. 2021-MARCH FIELD PARK COMMUNITY CTR.	
		10/18/2021	113257	PEST CONTROL SERVICE-SEP. 2021-MARCH ANNEX	
		10/18/2021	113082	PEST CONTROL SERVICE-SEP. 2021-FIRE STATION 2	
		10/18/2021	113255	PEST CONTROL SERVICE-SEP. 2021-PUBLIC SAFETY BUILDING	
		10/18/2021	113254	PEST CONTROL SERVICE-SEP. 2021-CITY HALL	
		10/18/2021	113309	PEST CONTROL SERVICE-SEP. 2021-TRANSPORTATION TRAILER	
		10/18/2021	113256	PEST CONTROL SERVICE-SEP. 2021-EOC	

Remit to: MORENO VALLEY, CA

FYTD: \$6,365.00

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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>
VERIZON WIRELESS	242318	10/04/2021	9888140941	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$376.61
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,135.90
VERIZON WIRELESS - LERT B	242387	10/18/2021	2143821816901833	CELLULAR PINGS FOR PD	\$50.00
Remit to: BEDMINSTER, NJ					<u>FYTD:</u> \$50.00
VICTOR MEDICAL CO	31902	10/11/2021	5407238	ANIMAL MEDICAL SUPPLIES	\$5,280.99
		10/11/2021	5407126	ANIMAL MEDICAL SUPPLIES/VACCINES	
	32016	10/25/2021	5420808	ANIMAL MEDICAL SUPPLIES/VACCINES	\$2,825.21
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$11,700.77
VISION SERVICE PLAN	31847	10/04/2021	813288989	EMPLOYEE VISION INSURANCE	\$3,392.89
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$13,595.21
VISTA PAINT CORPORATION	31848	10/04/2021	2021-188240-00	TRAFFIC PAINT EQUIPMENT	\$5,317.80
		10/04/2021	2021-199434-00	ON-LINE TRAFFIC FAST DRY PAINT	
		10/04/2021	2021-196986-00	TRAFFIC PAINTING SUPPLIES-GLASS BEADS & CROWNS	
Remit to: FULLERTON, CA					<u>FYTD:</u> \$21,067.69
VOICES FOR CHILDREN, INC.	32017	10/25/2021	1 / JUL-21	CDBG SUBRECIPIENT PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$1,482.38
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$1,482.38
VOYAGER FLEET SYSTEM, INC.	31962	10/18/2021	8692116152139	CNG FUEL PURCHASES	\$7,754.58
Remit to: HOUSTON, TX					<u>FYTD:</u> \$39,919.13
WALK 'N ROLLERS	31849	10/04/2021	00000395	BICYCLE SAFETY WORKSHOPS	\$4,500.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,500.00

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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>
WAXIE ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	31963	10/18/2021	80347701	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	\$528.97
		10/18/2021	80340857	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
		10/18/2021	80340838	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
		10/18/2021	80340496	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
	32018	10/25/2021	80378953	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	\$176.16
Remit to: LOS ANGELES, CA					<b>FYTD: \$3,160.65</b>
WEL-CO DIAMOND TOOL CORP.	32019	10/25/2021	S79243	PURCHASE OF ATTACHMENTS FOR THE BOBCAT	\$8,063.00
Remit to: OLDSMAR, FL					<b>FYTD: \$8,063.00</b>
WEST COAST SHOPPING CART SERVICE, INC.	242388	10/18/2021	21-045	SHOPPING CART RETRIEVAL SERVICES-SEP. 2021	\$3,361.75
Remit to: WEST COVINA, CA					<b>FYTD: \$12,826.50</b>
WESTERN MUNICIPAL WATER DISTRICT	242424	10/25/2021	24753-018620/SP1	WATER CHARGES-M.A.R.B. BALLFIELDS	\$6,485.39
		10/25/2021	23821-018257/SP1	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		10/25/2021	23866-018292/SP1	WATER CHARGES-SKATE PARK	
		10/25/2021	23821-018258/SP1	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
Remit to: ARTESIA, CA					<b>FYTD: \$26,502.19</b>
WHITE, JOHN R	242363	10/11/2021	142091	REFUND-GRADING & EROSION CONTROL DEPOSIT-LGR21-0029	\$5,001.00
Remit to: COSTA MESA, CA					<b>FYTD: \$5,001.00</b>

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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>
WILLDAN ENGINEERING	31903	10/11/2021	00713444	PROJECT MANAGEMENT SERVICES-AUG. 2021/NSP CLOSEOUT, ETC.	\$6,495.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$138,315.24
WILLIAMS, SHANNON	242330	10/04/2021	2002310.047	REFUND-CONTEMPORARY DANCE CLASS	\$48.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$48.00
WILMINGTON TRUST	242319	10/04/2021	20210831-111775A	TRUSTEE FEES-2020 REFUNDING OF TRIP COP 2013A	\$1,500.00
Remit to: WILMINGTON, DE					<u>FYTD:</u> \$1,500.00
WIN-911 SOFTWARE	242358	10/11/2021	237XT041-2021917	ANNUAL SOFTWARE MAINTENANCE RENEWAL - WIN-911/PRO	\$660.00
Remit to: AUSTIN, TX					<u>FYTD:</u> \$660.00
WOLFINBARGER, DAWN MARIE	242405	10/18/2021	MVA030025292	REFUND- PARKING CONTROL FEES-OVERPAYMENT	\$57.50
Remit to: CHINO, CA					<u>FYTD:</u> \$57.50
WSP USA, INC.	31850	10/04/2021	1090263	MORENO MDP LINE F-18 AND F-19	\$529.48
	32021	10/25/2021	1095445	MORENO MDP LINE F-18 AND F-19	\$264.74
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$39,398.77
<b>TOTAL CHECKS UNDER \$25,000</b>					<b>\$1,095,544.14</b>
<b>GRAND TOTAL</b>					<b>\$11,608,013.74</b>

Attachment: October 2021 Payment Register (4454 : PAYMENT REGISTER - OCTOBER 2021)





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Mike Lee, City Manager

**AGENDA DATE:** January 4, 2022

**TITLE:** COLLEGE PROMISE MEMORANDUM OF UNDERSTANDING

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley (City) and the Riverside Community College District Foundation acting on behalf of Moreno Valley College (College) allowing for the allocation of \$100,000 to support the College Promise Initiative for two academic years.
2. Authorize the City Manager to execute the MOU and all necessary documents with the College.

### **SUMMARY**

This report recommends an approval of the MOU between the City of Moreno Valley and the Riverside Community College Foundation for the continuation of the College Promise Initiative operated by Moreno Valley College. The report outlines the duties of the parties and authorizes the expenditure from the City to the College in the amount of \$50,000 for Fiscal Year 2021/22 and 2022/23 for a total of \$100,000, which was previously approved by Council as part of the Adopted Budget in May 2021.

### **DISCUSSION**

On August 15, 2017, the Moreno Valley City Council approved an MOU with the Riverside Community College District making a \$50,000 commitment to Moreno Valley students enrolled at Moreno Valley College through the College Promise Initiative. Since that time the City Council has supported the program with an annual \$50,000

commitment solidifying a strong partnership between the City and the College to support students as they pursue their educational goals to receive an Associate's degree, transfer to a four-year university and/or complete eligible Career and Technical Education programs.

The College Promise program, also known as the First Year Experience Program, provides a bridge allowing Moreno Valley high school students enrolled at Moreno Valley Unified and Val Verde Unified School Districts to successfully transfer into College life. The program provides for gap funding to offset first year college expenses such as tuition, fees and textbooks. Serving some of the neediest students on campus, many of whom are the first in their families to attend college, the program also offers advanced services such as access to counselors and student support services.

The program serves as a prime example of the positive benefits to the individual and the community at large when key institutions partner for student success. As such, the program was awarded a 2018 Program Award of Excellence by the California Association for Local Economic Development (CALED) reinforcing the City's investment in students as a key economic engine driving the local economy.

As the Coronavirus pandemic continues to affect local economies, the College Promise Initiative is more critical than ever as California's Community College students prove to be more vulnerable as they manage family, school and work responsibilities making them more susceptible to dropping out and in need of support services like online tutoring, virtual mental health services, academic counseling and social services like on-campus food pantries.

The College Promise program provides much needed support to Moreno Valley College students at a time of great uncertainty allowing for students to stay connected to school, critical support services and a future made more secure with education.

## **ALTERNATIVES**

1. Approve the attached MOU and authorize staff to execute all necessary documents with the College for the operation of the College Promise Program. This alternative will allow for the continued partnership and support to eligible Moreno Valley residents enrolled at the College and support the City's economic and workforce efforts to increase educational attainment and train the future workforce. Staff recommends this alternative.
2. Decline to approve the attached MOU and decline to authorize staff to execute the supporting documents. This alternative will result in the end of the City's financial support for the College Promise program and result in reduced funding for eligible Moreno Valley residents seeking to benefit from the program and may result in an ultimate reduction in completion rates at the College. Staff does not recommend this alternative.

**FISCAL IMPACT**

As part of the Fiscal Year 2021/22 & 2022/23 Adopted Budget, which Council approved in May 2021, funding to operate the College Promise Initiative was included in the Moreno Valley Community Foundation Fund 4016-16-18-16311-620299. There is no General Fund impact for this action.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Keith Gemmell  
Business and Workforce Development Division Manager

Department Head Approval:  
Mike Lee  
City Manager

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Attachment\_Promise Initiative MOU\_12-27-21\_Final

**APPROVALS**

Budget Officer Approval	<u>      ✓ Approved      </u>	12/28/21 2:13 PM
City Attorney Approval	<u>      ✓ Approved      </u>	
City Manager Approval	<u>      ✓ Approved      </u>	12/28/21 2:20 PM

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF MORENO VALLEY,  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION  
AND  
MORENO VALLEY COLLEGE**

**MORENO VALLEY COLLEGE PROMISE INITIATIVE**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into this \_\_\_\_\_ day of November 2021, by and between the City of Moreno Valley (“City”), the Riverside Community College District Foundation (“RCCD Foundation”) and Moreno Valley College (“College”), collectively referred herein as “the Parties.”

**RECITALS**

**WHEREAS**, the Moreno Valley College Promise Initiative ensures that a college degree is an achievable goal for students in need and provides enrolled students financial assistance and ongoing academic guidance; and

**WHEREAS**, the Promise Initiative for the 2021-22 and 2022-23 academic years is a commitment to help students complete their associate degree requirements, transfer requirements, and/or workforce certificate requirements in a timely and efficient manner; and

**WHEREAS**, donations for the Promise Initiative are accepted through the RCCD Foundation; and

**WHEREAS**, the Parties have a mutual interest in providing the residents of Moreno Valley with educational opportunities and advancement for the purpose of improving the quality of life for residents and the community at large and the Parties also mutually believe education is the greatest pathway to greater success and opportunity; and

**WHEREAS**, although the College provides a quality education for students at a relatively affordable cost, many residents still find it difficult to pay such costs due to the challenges presented by the COVID-19 Pandemic and other economic challenges beyond their control; and

**WHEREAS**, the Moreno Valley City Council desires to enhance local residents’ access to a college education, in recognition of the overall benefits a higher number of college educated residents bring to the community at large; and

**WHEREAS**, in light of the foregoing, the City Council has determined that it serves a legitimate governmental purpose to enhance and facilitate local residents’ access to the educational opportunities provided by the College through the City’s participation, sponsorship and support of the College’s Promise Initiative.

**Attachment: Attachment\_Promise Initiative\_MOU\_12-27-21\_Final (5661 : COLLEGE PROMISE MEMORANDUM OF UNDERSTANDING)**

NOW THEREFORE, the Parties understand and agree as follows:

**Section 1. General Terms and Conditions**

The following terms and conditions shall apply to the funds described in this MOU:

The City shall donate via the RCCD Foundation a total of FIFTY THOUSAND DOLLARS (\$50,000) per academic year to the Moreno Valley College Promise Initiative to be used as source of financial aid and assistance for residents of Moreno Valley who are currently enrolled as Moreno Valley College students and participants in the College Promise Initiative.

a) Any financial aid or assistance provided to an eligible student pursuant to the terms and conditions of this MOU may only be used to pay the cost of tuition/registration and books not covered by other public or private financial aid/assistance programs.

b) An eligible student be a resident of the City for the twelve (12) consecutive months preceding the date the student applies for any financial aid or assistance provided under this MOU, and the student shall remain a current resident of the City during the academic year in which he or she has received any funding under this MOU.

c) To maintain eligibility for any financial aid or assistance under this MOU, an eligible student must be in good standing at the College (not on suspension, expelled, etc.) and maintain compliance with all applicable requirements and standards set forth in the Promise Initiative.

d) Any eligible student who receives any financial aid or assistance under this MOU must complete the academic period for which funding has been received in good standing (not on suspension, expelled, etc.).

e) If a student, who has received funding under this MOU, does not complete the academic period for which funding has been received in good standing, the student shall be deemed ineligible to apply for and receive any additional financial aid or assistance under this MOU.

**Section 2. RCCD Foundation and College Responsibilities**

The RCCD Foundation and the College shall have the following responsibilities:

a) The RCCD Foundation and/or the College shall be responsible for determining eligibility, awarding and distributing the funds provided under this MOU to eligible students.

b) The College shall determine specifically how the funds may be used by an eligible student consistent with the applicable terms and conditions of this MOU.

c) The College shall collect certain data pertaining to the eligible students who receive

assistance under this MOU, related to the students' academic success rates, demographics, and use of funds. Such data shall be provided to the City on a periodic basis as determined by City, which the City shall use for auditing purposes and for determining whether the City needs to make any necessary revisions to the financial aid and assistance program as set forth and described in this MOU for subsequent academic years.

d) The College shall require all eligible students prior to being awarded any funds under this MOU to execute a FERPA release and waiver that will allow the College to collect the necessary information for the data the College is obligated to provide to the City under this MOU.

e) The College shall provide the City with a Partnership Letter acknowledging the City's contribution to and participation in the Promise Initiative.

f) The College shall provide regular updates to the City and the City Council on the impact this MOU has on the students who have receive funding under the terms and conditions of this MOU.

g) The College shall provide both academic counseling and financial aid guidance to eligible students to ensure that the financial aid and assistance set forth in this MOU are made available to those promising students with an urgent need of financial support for tuition/registration and/or textbooks.

**Section 3. Indemnification**

Except as to the sole negligence or willful misconduct of the City, the RCCD Foundation and the College agree to indemnify, protect and hold harmless the City from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel fees), judgement, civil fine and penalties, liabilities or losses of any kind, whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of the performance of or under this MOU. This indemnification shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the College or anyone employed by or working on behalf of the College.

**Section 4. Entire Understanding**

This MOU constitutes the final, complete and exclusive statement of the terms of the understanding between the City, the RCCD Foundation, and the College pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties.

**Section 5. Amendments**

This MOU may be modified or amended only by a signed, written agreement executed by

the City, the RCCD Foundation, and the College.

**Section 6. Term**

The term of the MOU shall be two years designated to cover the 2021-22 and 2022-23 academic years.

**Section 7. Waiver**

No action or failure to act by either Party shall constitute a waiver of any right or duty afforded under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereafter, except as may be specifically agreed in writing.

**Section 8. California Law**

This MOU shall be governed by and construed in accordance with the laws of the State of California.

**Section 9. Venue**

Any action at law or in equity brought by either of the Parties for the purpose of enforcing this MOU shall be brought in a court of competent jurisdiction in the County of Riverside, California, and the Parties hereby waive all provisions of law providing for a change of venue to any other county.

**IN WITNESS WHEREOF**, the City, the College and the RCCD Foundation have caused this MOU to be duly executed as of the day and year as first written above.

\_\_\_\_\_  
Mike Lee, City Manager  
City of Moreno Valley

\_\_\_\_\_  
Dr. Robin Steinback, President  
Moreno Valley College

\_\_\_\_\_  
Launa Wilson, Executive Director  
RCCD Foundation

Attest:

Approved as to form:

\_\_\_\_\_  
Pat Jacquez-Nares, City Clerk  
City of Moreno Valley

\_\_\_\_\_  
Steve Quintanilla, Interim City Attorney  
City of Moreno Valley



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael Lloyd, Public Works Director/City Engineer

**AGENDA DATE:** January 4, 2022

**TITLE:** APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE REIMBURSEMENT AGREEMENT FOR PUBLIC STREET CONSTRUCTION

---

### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve Resolution No. 2022-XX, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City Manager to Execute a Reimbursement Agreement with HF Logistics SKX-T2, LLC (Developer) for Construction of a Roundabout Located at the Intersection of Redlands Boulevard and Eucalyptus Avenue.

### **SUMMARY**

This report recommends that the City Council approve the attached resolution authorizing the City Manager to execute a reimbursement agreement with the Developer to allow reimbursement for the construction costs associated with public street improvements of a roundabout installed at the intersection of Redlands Boulevard and Eucalyptus Avenue by the Developer. Reimbursement funds will be collected from adjacent property development, and the City will not be responsible for reimbursement until such time that funds are collected.

### **DISCUSSION**

The construction of the roundabout at the intersection of Redlands Boulevard and Eucalyptus Avenue was constructed by the Developer to improve traffic circulation in the area. As part of the Conditions of Approval of City Council Resolution 2019-22 for the development, a reimbursement agreement may be entered in order to allow reimbursement of the Developer for the construction costs associated with public street improvements that benefit adjacent properties.



The City of Moreno Valley Municipal Code Section 9.14.100(P) and Government Code Sections 66484 and 66489 provide the City authorization to require street improvements as a condition for development of real property, to establish areas of benefits for such street improvements, and to collect fees from future development of real property, located within those areas of benefit, for the reimbursement of the costs of the street improvements.

The Developer, at his own expense, has furnished all labor and materials and paid all costs incident to the construction of the roundabout. The total construction cost associated with the public street improvements of the roundabout is \$848,400. The proposed reimbursement agreement will allow the City to attempt to recover approximately half of the construction costs, or \$424,200, from the properties adjacent to said public street improvements of the roundabout and to reimburse the Developer for that amount using such recovered funds. As stated in the reimbursement agreement, the Developer recognizes that the City cannot guarantee that such funds will be recovered, and City will not be responsible for reimbursement until and if fees or funds serving as reimbursement payment are collected from benefitting properties adjacent to the roundabout improvement.

### **ALTERNATIVES**

1. Approve the recommended action as presented in this staff report. *Staff recommends this alternative, as it will allow the execution of the reimbursement agreement with HF Logistics SKX-T2, LLC and will allow the City to recover approximately half of the construction costs of the roundabout in order to reimburse the developer.*
2. Do not approve the recommended action as presented in this staff report. *Staff does not recommend this alternative, as it will not allow the execution of the reimbursement agreement with HF Logistics SKX-T2, LLC and will not allow the City to recover approximately half of the construction costs of the roundabout in order to reimburse the developer.*

### **FISCAL IMPACT**

No fiscal impact is anticipated.

### **NOTIFICATION**

Publication of agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Larry Gonzales  
Senior Engineer, P.E.

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

Concurred By:  
Quang Nguyen, P.E.  
Acting Principal Engineer

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Proposed Resolution 2022-XX - Reimbursement Agreement - Highland Fairview PEN18-0254
- 2. Reimbursement Agreement - Highland Fairview PEN18-0254

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/28/21 5:22 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 5:57 PM

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH HF LOGISTICS SKX-T2, LLC FOR CONSTRUCTION OF A ROUNDABOUT LOCATED AT THE INTERSECTION OF REDLANDS BOULEVARD AND EUCALYPTUS AVENUE

WHEREAS, Government Code sections 66484 and 66489, and Moreno Valley Municipal Code section 9.14.100(P) authorize the City to require roadway infrastructure improvements as a condition for development of real property, and to establish areas of benefit for such street improvements to collect fees from future development of real property located within those areas of benefit for the reimbursement of the costs of improvement; and

WHEREAS, in the opinion of the City Council of the City, it is necessary that public street improvements consisting of a roundabout be installed, which can be or will be used to serve the hereinafter described property of HF Logistics SKX-T2, LLC; and

WHEREAS, it is the desire of the City that the public street improvements consisting of a roundabout shall facilitate the orderly development of the City as described in the City’s General Plan circulation element; and

WHEREAS, such public street improvements consisting of a roundabout as constructed will provide the City’s preferred intersection control that will benefit adjacent property not a part of HF Logistics SKX-T2, LLC property; and

WHEREAS, Conditions of Approval of approved City Council Resolution 2019-22 for HF Logistics SKX-T2, LLC’s development state a reimbursement agreement may be entered into in order to allow reimbursement for the construction costs associated with public street improvements; and

WHEREAS, HF Logistics SKX-T2, LLC, at his own expense, installed such public street improvements consisting of a roundabout; and

WHEREAS, the City will attempt to recover approximately half of the cost of the improvement from properties adjacent to the improvement and to reimburse HF Logistics SKX-T2, LLC for that amount using such recovered funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Reimbursement Agreement with HF Logistics SKX-T2, LLC is hereby approved and the City Manager is authorized to execute the reimbursement agreement on behalf of the City.

1  
Resolution No. 2022-XX  
Date Adopted: January 4, 2022

Attachment: Proposed Resolution 2022-XX - Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A

APPROVED AND ADOPTED this 4<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Dr. Yxstian A. Gutierrez  
Mayor  
City of Moreno Valley

ATTEST:

\_\_\_\_\_  
Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

2  
Resolution No. 2022-XX  
Date Adopted: January 4, 2022

Attachment: Proposed Resolution 2022-XX - Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A

**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. 2022-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21<sup>st</sup> day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

Resolution No. 2022-XX<sup>3</sup>  
Date Adopted: January 4, 2022

**REIMBURSEMENT AGREEMENT**

**For**

**PUBLIC STREET CONSTRUCTION OF A ROUNDABOUT LOCATED AT THE INTERSECTION OF REDLANDS BOULEVARD AND EUCALYPTUS AVENUE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter called CITY and HF Logistics SKX-T2, LLC, hereinafter called DEVELOPER.

**WITNESSETH:**

WHEREAS, Government Code sections 66484 and 66489, and Moreno Valley Municipal Code section 9.14.100(P) authorize the City to require roadway infrastructure improvements as a condition for development of real property, and to establish areas of benefit for such roadway improvements to collect fees from future development of real property located within those areas of benefit for the reimbursement of the costs of improvement; and,

WHEREAS, Condition of Approval 75A of approved City Council Resolution 2019-22 states a reimbursement agreement may be entered into in order to allow reimbursement for the construction costs associated with public street improvements; and,

WHEREAS, in the opinion of the City Council of the CITY, it is necessary that public street improvements consisting of a roundabout be installed, which can be or will be used to serve the hereinafter described property of DEVELOPER; and,

WHEREAS, the DEVELOPER, at his own expense, installed such public street improvements consisting of a roundabout; and,

WHEREAS, it is the desire of CITY that the public street improvements consisting of a roundabout shall facilitate the orderly development of CITY as described in the City's General Plan circulation element; and,

WHEREAS, such public street improvements consisting of a roundabout as constructed will provide the City's preferred intersection control that will benefit adjacent property not a part of the DEVELOPER'S property; and

ROUNABOUT REIMBURSEMENT AGREEMENT  
PROJECT NO. PEN18-0254

WHEREAS, the City will consider whether to establish an area of benefit related to the roundabout pursuant to M.V.M.C. section 9.14.100(P).

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein contained, CITY and DEVELOPER agree as follows:

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Improvement. DEVELOPER, at his own expense, furnished all equipment and materials necessary and paid all costs incident to the installation of the roundabout improvement, in accordance with plans and specifications approved by the Director of Public Works of the CITY for PEN18-0254. Said plans and specifications referenced herein are on file with the City and although not attached, are made part of this Agreement. The project location, including the limits of reimbursement depicting reimbursable public street improvements for the roundabout is shown on Exhibit A – Reimbursable Public Street Improvement Roundabout Project Location Map.

3.0 Reimbursement. CITY hereby agrees to attempt to recover approximately half of the cost of the Improvement from properties adjacent to the Improvement and to reimburse DEVELOPER for that amount using such recovered funds. DEVELOPER recognizes that the CITY cannot guarantee that such funds will be recovered, and CITY will not be responsible for reimbursement until and if fees or funds serving as reimbursement payment are collected from benefitting properties adjacent to the roundabout Improvement as illustrated in Exhibit A. Said portion of public street improvements and other property is shown on a map attached hereto as “Exhibit A” and made a part hereof. The total reimbursement amount is \$424,200. Reimbursement calculations are shown on Exhibit “B”.

4.0 Payment of Reimbursement. Reimbursement set forth in 3.0 above shall be paid to DEVELOPER as soon as practicable after the CITY collects the determined reimbursement amounts from participating properties, except that all right of reimbursement shall cease ten (10) years upon acceptance of facilities, whether fully paid or not. Developer shall have no right to receive payment of the Reimbursement unless and until (i) the Improvements are completed and accepted by the CITY, and (ii) CITY has funds available and appropriated for payment of the Reimbursement.

5.0 Mailing Address. Reimbursement to be made under this Agreement shall be mailed to the address of DEVELOPER hereinafter shown unless written notice of change of address is received by CITY.

ROUNDBOUT REIMBURSEMENT AGREEMENT  
PROJECT NO. PEN18-0254

6.0 Assignment. Rights to Reimbursements due under this Agreement may be assigned after written notice to CITY by the holder of such rights, as shown by the records of CITY. Such assignment shall apply only to such refunds or reimbursements becoming payable more than 30 days after receipt by CITY of written notice of assignment. CITY shall not be required to make any reimbursement payment to more than a single developer or assignee.

7.0 Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them into the City maintained system. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance. Public Street Improvements will be considered accepted by the City in accordance with paragraph #9 upon final inspection by the City inspector.

8.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the Improvements, Developer shall provide to City such evidence or proof as City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

9.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, City shall be authorized to accept the Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements. Notwithstanding the foregoing, City may not accept any



Improvements unless and until Developer provides one (1) set of “as-built” or record drawings or plans to the City for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

10.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Improvements, for a period of one (1) year following completion of the work and acceptance by City (“Warranty”). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City’s acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer’s warranty obligation under this section shall survive the expiration or termination of this Agreement.

11.0 Default; Notice; Remedies.

11.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Improvements and all other administrative costs expenses as provided for in this Section 9.0 of this Agreement.

11.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion

acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and the Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

11.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, and/or specific performance.

12.0 Indemnification. The Developer agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, and the City of Moreno Valley Community Service District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to Developer's employees and all claims which arise from or are connected with the alleged negligent performance of or failure to perform the work or other obligations of the Developer under this Agreement, or are caused or claim to be caused by the negligent acts of the Developer, its officers, agents or employees, or its sub consultant(s) or any person acting for the Developer or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

### 13.0 Miscellaneous Provisions

13.1 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:

City of Moreno Valley

14177 Frederick Street  
Moreno Valley, Ca 92553

To Developer: HF Logistics SKX-T2, LLC  
14225 Corporate Way  
Moreno Valley, CA 92553

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

13.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

13.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not workdays. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

13.4 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

13.5 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

13.6 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

13.7 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

13.9 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

13.10 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

13.11 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

13.12 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

ROUNABOUT REIMBURSEMENT AGREEMENT  
PROJECT NO. PEN18-0254

CITY OF MORENO VALLEY

HF LOGISTICS SKX-T2, LLC

By:

By:



\_\_\_\_\_  
City Manager

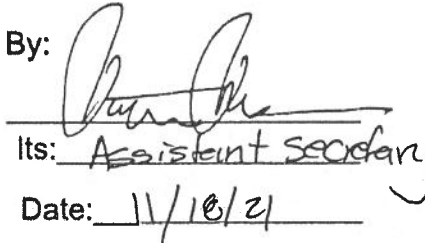
Its: President and CEO

Date: \_\_\_\_\_

Date: 11/10/21

Attest:

By:

  
Its: Assistant Secretary

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: 11/10/21

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**SIGNING INSTRUCTIONS TO THE DEVELOPER:**

All signatures on the Reimbursement Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice- president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

### ACKNOWLEDGMENT

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

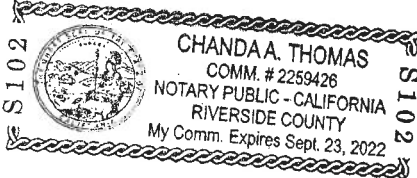
State of California  
County of Riverside

On November 18, 2021 before me, Chanda A. Thomas, notary public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Chanda A. Thomas (Seal)

Attachment: Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A RESOLUTION AUTHORIZING

“Exhibit A”

Reimbursable Public Street Improvements Roundabout Project Location Map

Attachment: Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A RESOLUTION AUTHORIZING

APN 488-330-037  
Owner: Nala Prop 322  
Fair Share 25%

APN 488-350-030  
Owner: HF Logistics SKX T2  
Fair Share 25%

APN 488-340-004  
Owner: BC MV Land  
Fair Share 25%

APN 488-350-040  
Owner: HF Partners  
Fair Share 25%

EUCALYPTUS AVENUE @ REDLANDS BOULEVARD  
PROPOSED ROUNDABOUT COST ESTIMATE EXHIBIT  
1"=60'  
1/13/2021 PEC



EUCALYPTUS AVE

REDLANDS BLVD



“Exhibit B”  
Reimbursement Calculation

Attachment: Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A RESOLUTION AUTHORIZING

CITY OF MORENO VALLEY  
LAND DEVELOPMENT DIVISION

PROJECT: PEN18-0254 (Eucalyptus-Redlands RA) MAP / LOT: PM 35629 DATE: 1/13/2021

IMPROVEMENT TYPE		SUBTOTALS
STREET PAVEMENT SECTIONS	(Sheet 2 of 13)	\$273,000
OFF-SITE STREET IMPROVEMENTS	(Sheet 3 of 13)	\$242,000
BONDABLE STREET WORK ONLY	(Sheet 4 of 13)	\$0
MONUMENTS	(Sheet 4 of 13)	\$0
SPECIAL DISTRICTS	(Sheet 4 of 13)	\$40,000
MORENO VALLEY UTILITIES	(Sheet 4 of 13)	\$0
TRANSPORTATION IMPROVEMENTS	(Sheet 5 of 13)	\$18,000
TRAFFIC SIGNAL IMPROVEMENTS	(Sheet 5 of 13)	\$50,000
STORM DRAIN IMPROVEMENTS (City Maintained)	(Sheet 6-7 of 13)	\$80,000
STORM DRAIN IMPROVEMENTS (RCFC Maintained)	(Sheet 8-9 of 13)	\$0
PUBLIC WATER IMPROVEMENTS	(Sheet 12 of 13)	\$4,000
PUBLIC SEWER IMPROVEMENTS	(Sheet 13 of 13)	\$0
<b>TOTAL COST (VALUE) OF IMPROVEMENTS =</b>		<b>\$707,000</b>
<b>+20% CONTINGENCY =</b>		<b>\$141,400</b>
<b>GRAND TOTAL =</b>		<b>\$848,400</b>

**FAITHFUL PERFORMANCE SECURITY AMOUNT = \$849,000**

**LABOR & MATERIAL SECURITY AMOUNT = \$425,000**

\* The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements.

ENGINEER OF RECORD STATEMENT OF ESTIMATE WORKSHEET

The construction items and their quantities as shown on the attached worksheet are accurate for the construction of the improvements required or implied to fulfill the Conditions of Approval for this project. The mathematical extensions, using the City of Moreno Valley's Unit Prices, are accurate for determining Bond Amounts and Fees.



Craig A. Hause, P.E.

Proactive Engineering Consultants, Inc.

January 13, 2021

Prepared By

Date Prepared

\* \* \* PLEASE READ INSTRUCTIONS BELOW \* \* \*

- Quantities to be taken from and match exactly to the improvement plans.
- Bond Amounts are shown to the nearest \$1,000.00 (Rounded Up)
- For construction items not covered by this worksheet, the Engineer of Record is to provide his opinion of construction cost and use that unit cost. If City of Moreno Valley Unit Prices are determined to be too low in the opinion of the Engineer of Record, the higher cost as provided by the Engineer of Record should be used.

Attachment: Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A RESOLUTION AUTHORIZING

PROJECT: PEN18-0254 (Eucalyptus-Redlands RA) MAP/LOT: PM 35629 DATE: 1/13/2021

**STREET PAVEMENT SECTIONS**

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>Enter the pavement section per street (if possible)</b>				
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	1.25 Thickness (ft.)			
<i>Eucalyptus Avenue</i>	33,640.00 S.F.	3,048 Ton	\$50.00	\$ 152,400
Asphalt Concrete (A.C.)	0.58 Thickness (ft.)			
	33,640.00 S.F.	1,414 Ton	\$85.00	\$ 120,190
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
<b>SUBTOTAL =</b>				<b>\$ 272,590</b>

Attachment: Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A RESOLUTION AUTHORIZING



PROJECT: PEN18-0254 (Eucalyptus-Redlands RA) MAP/LOT: PM 35629 DATE: 1/13/2021

**OFF-SITE STREET IMPROVEMENTS (Continued)**

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>BONDABLE STREET WORK ONLY (Inspected Only, not Plan Checked)</b>				
Monuments (per MVSI-170 Series)		E A	\$300.00	\$ -
Underground of Utilities (per MVSI-180 thru 183 Series)		L. F.	\$207.00	\$ -
Cluster Mail Boxes (per MVSI-117B)		E A	\$4,500.00	\$ -
Relocate Mailbox		E A	\$350.00	\$ -
Relocate Cluster Mailbox		E A	\$1,200.00	\$ -
Street Tree		E A	\$300.00	\$ -
Street Tree Removal (6" Dia. or Larger)		E A	\$500.00	\$ -
Relocate Street Tree		E A	\$2,500.00	\$ -
			<b>SUBTOTAL =</b>	<b>\$ -</b>
<b>SPECIAL DISTRICTS (per MVLI-500A thru 582 Series)</b>				
Landscaping & Irrigation - Medians / Parkways / Open Space		S. F.	\$6.00	<u>\$ -</u>
<b>STREET LIGHTS</b>				
100w HPSV or Equivalent [9,500 Lumens] (per MVLT-400A)		E A	\$8,500.00	\$ -
200w HPSV or Equivalent [22,000 Lumens] (per MVLT-400B)		E A	\$9,500.00	\$ -
250w HPSV or Equivalent		E A	\$6,000.00	\$ -
100w LED or Equivalent		E A	\$5,000.00	\$ -
145w LED or Equivalent	8	E A	\$5,000.00	\$ 40,000.00
			<b>STREET LIGHT SUBTOTAL =</b>	<b>\$ 40,000.00</b>
<b>MORENO VALLEY UTILITIES (M.V.U.) - please contact MVU to complete this section.</b>				
Structures		E A	\$7,582.00	\$ -
Transformers		E A	\$17,700.00	\$ -
Meters		E A	\$1,881.00	\$ -
Cable		L. F.	\$24.00	\$ -
Conduit		L. F.	\$16.43	\$ -
Bollards		E A	\$750.00	\$ -
Extend 2-1.5" conduits 10'		E A	\$500.00	\$ -
Install 2-5" and 1-4" conduit 180'		E A	\$8,000.00	\$ -
Install 1-1.5" conduit 115'		E A	\$1,000.00	\$ -
Relocate Street Light (9)		E A	\$39,500.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			<b>M.V.U. SUBTOTAL =</b>	<b>\$ -</b>

Attachment: Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A RESOLUTION AUTHORIZING



**PROJECT:** PEN18-0254 (Eucalyptus-Redlands RA)      **MAP/LOT:** \_\_\_\_\_ **PM** 35629      **DATE:** 1/13/2021

**STORM DRAIN IMPROVEMENTS [City Maintained]**

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>PIPES</b>				
24" Reinforced Concrete (R.C.P.) Pipe	110	L. F.	\$160.00	\$ 17,600.00
30" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$180.00	\$ -
36" Reinforced Concrete (R.C.P.) Pipe	100	L. F.	\$190.00	\$ 19,000.00
39" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$200.00	\$ -
42" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$210.00	\$ -
48" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$250.00	\$ -
54" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$300.00	\$ -
60" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$350.00	\$ -
66" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$375.00	\$ -
72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$414.00	\$ -
78" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$459.00	\$ -
84" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$505.00	\$ -
90" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$557.00	\$ -
96" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$613.00	\$ -
102" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$671.00	\$ -
108" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$724.00	\$ -
114" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$785.00	\$ -
4" PVC Schedule 40		L. F.	\$25.00	\$ -
4" PVC Schedule 80		L. F.	\$30.00	\$ -
6" PVC Schedule 40		L. F.	\$30.00	\$ -
6" PVC Schedule 80		L. F.	\$35.00	\$ -
8" PVC Schedule 40		L. F.	\$40.00	\$ -
8" PVC Schedule 80		L. F.	\$48.00	\$ -
Reinforced Concrete Structure		L. F.	\$530.00	\$ -
8' x 10' Reinforced Concrete Box (R.C.B.)		L. F.	\$1,200.00	\$ -
8' x 12' Reinforced Concrete Box (R.C.B.)		L. F.	\$1,400.00	\$ -
2 - 4' x 3' Reinforced Concrete Box (R.C.B.)		L. F.	\$600.00	\$ -
3 - 4' x 2' Reinforced Concrete Box (R.C.B.)		L. F.	\$461.00	\$ -
2 - 72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$840.00	\$ -
Remove Existing Pipe	50	L. F.	\$50.00	\$ 2,500.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
<b>MANHOLES</b>				
Manhole No. 1 [per MVFE-320/321 Series / RCFC MH251 - pipes 33" or smaller]		E A	\$5,300.00	\$ -
Manhole No. 2 [per MVFE-320/321 Series / RCFC MH252 - pipes 36" or larger]	1	E A	\$6,700.00	\$ 6,700.00
Manhole No. 3 [per MVFE-320/321 Series / RCFC MH253 - all R.C.B.'s]		E A	\$5,300.00	\$ -
Manhole No. 4 [per MVFE-320/321 Series / RCFC MH254 - pipes 36" or larger w/ side inlet]		E A	\$6,700.00	\$ -
Adjust Manhole (MH) to Grade	4	E A	\$460.00	\$ 1,840.00
			\$0.00	\$ -
			\$0.00	\$ -
<b>CATCH BASINS</b>				
Catch Basin (7') [per MVFE-300 Series]		E A	\$5,500.00	\$ -
Catch Basin (10') [per MVFE-300 Series]		E A	\$6,000.00	\$ -
Catch Basin (14') [per MVFE-300 Series]		E A	\$8,000.00	\$ -
Catch Basin (21') [per MVFE-300 Series]		E A	\$12,500.00	\$ -
Catch Basin (28') [per MVFE-300 Series]		E A	\$16,000.00	\$ -
Local Depression [per MVFE-300A or APWA Std. 313]		E A	\$535.00	\$ -
18" x 18" Grated Basin		E A	\$2,100.00	\$ -
24" x 24" Grated Basin		E A	\$2,500.00	\$ -
Grated Catch Basin		E A	\$6,000.00	\$ -
6" Wide Strip Basin		E A	\$3,000.00	\$ -
Remove / Relocate Existing Catch Basin	1	E A	\$5,000.00	\$ 5,000.00
36" x 36" Grated Basin	1	E A	\$3,000.00	\$ 3,000.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
<b>DRAINS</b>				
Terrace Drain		S. F.	\$10.00	\$ -
Down Drain		S. F.	\$10.00	\$ -
Parkway Culvert (per MVSI-150A)	1	E A	\$3,500.00	\$ 3,500.00
Sidewalk Outlet (per MVSI-151A)		E A	\$1,400.00	\$ -
Curb Drain (per MVSI-152)		E A	\$300.00	\$ -
Concrete "V" Ditch		S. F.	\$10.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

Attachment: Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A RESOLUTION AUTHORIZING









PROJECT: PEN18-0254 (Eucalyptus-Redlands RA) MAP/LOT: PM 35629 DATE: 1/13/2021

**PUBLIC WATER IMPROVEMENTS**

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>PIPE</b>				
4" PVC C-900		L. F.	\$30.00	\$ -
6" PVC C-900		L. F.	\$35.00	\$ -
8" PVC C-900		L. F.	\$45.00	\$ -
12" PVC C-900		L. F.	\$65.00	\$ -
16" PVCC-900		L. F.	\$110.00	\$ -
18" PVCC-900		L. F.	\$135.00	\$ -
20" PVCC-900		L. F.	\$180.00	\$ -
<b>VALVES</b>				
Gate Valve - 4"		E A	\$900.00	\$ -
Gate Valve - 6"		E A	\$1,100.00	\$ -
Gate Valve - 8"		E A	\$1,500.00	\$ -
Gate Valve - 12"		E A	\$2,500.00	\$ -
Gate Valve - 16"		E A	\$6,270.00	\$ -
Gate Valve - 18"		E A	\$15,000.00	\$ -
Butterfly Valve - 4"		E A	\$330.00	\$ -
Butterfly Valve - 6"		E A	\$520.00	\$ -
Butterfly Valve - 8"		E A	\$990.00	\$ -
Butterfly Valve - 12"		E A	\$1,800.00	\$ -
Butterfly Valve - 16"		E A	\$2,850.00	\$ -
Butterfly Valve - 18"		E A	\$3,000.00	\$ -
Butterfly Valve - 20"		E A	\$4,500.00	\$ -
Butterfly Valve - 24"		E A	\$5,300.00	\$ -
Adjust Water Valve to Grade	8	E A	\$400.00	\$ 3,200.00
Air Vac Release - 1"		E A	\$2,400.00	\$ -
Air Vac Release - 2"		E A	\$4,000.00	\$ -
Air Vac Release - 4"		E A	\$4,500.00	\$ -
Backflow Preventer - 3/4" to 2" (including Pad & Cover)		E A	\$4,300.00	\$ -
Backflow Preventer - 2-1/2" to 3" (including Pad & Cover)		E A	\$5,300.00	\$ -
Backflow Preventer - 4" to 10" (including Pad & Cover)		E A	\$6,450.00	\$ -
Blow Off - 4"		E A	\$3,500.00	\$ -
Blow Off - 6"		E A	\$4,000.00	\$ -
<b>FIRE HYDRANTS</b>				
6" Standard Fire Hydrants		E A	\$4,000.00	\$ -
6" Super Fire Hydrants		E A	\$4,500.00	\$ -
<b>SERVICE CONNECTIONS</b>				
1" Service Connection		E A	\$1,000.00	\$ -
1" Service Connection w/ 5/8" Meter		E A	\$2,000.00	\$ -
1-1/2" Service Connection		E A	\$2,480.00	\$ -
2" Service Connection		E A	\$2,780.00	\$ -
4" Service Connection		E A	\$4,500.00	\$ -
<b>FITTINGS</b>				
4" Misc. Fittings		E A	\$150.00	\$ -
6" Misc. Fittings		E A	\$200.00	\$ -
8" Misc. Fittings		E A	\$250.00	\$ -
10" Misc. Fittings		E A	\$280.00	\$ -
12" Misc. Fittings		E A	\$750.00	\$ -
<b>WATER METERS</b>				
5/8" Meter		E A	\$285.00	\$ -
1" Meter		E A	\$377.00	\$ -
1-1/2" Meter		E A	\$487.00	\$ -
2" Meter		E A	\$599.00	\$ -
Adjust Water Meter Box to Grade		E A	\$235.00	\$ -
<b>HOT TAP CONNECTIONS</b>				
Hot Tap - 4"		E A	\$2,000.00	\$ -
Hot Tap - 6"		E A	\$2,500.00	\$ -
Hot Tap - 8"		E A	\$3,000.00	\$ -
Hot Tap - 12"		E A	\$4,500.00	\$ -
Hot Tap Service Clamp		E A	\$2,000.00	\$ -
Water Service		E A	\$330.00	\$ -
<b>MISCELLANEOUS</b>				
Thrust Block		C. Y.	\$150.00	\$ -
Jack & Bore		L. F.	\$500.00	\$ -
8" Joint at Existing		E A	\$2,500.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			<b>SUBTOTAL =</b>	<b><u>3,200.00</u></b>

Attachment: Reimbursement Agreement - Highland Fairview PEN18-0254 [Revision 2] (5575 : APPROVAL OF A RESOLUTION AUTHORIZING





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael Lloyd, Public Works Director/City Engineer

**AGENDA DATE:** January 4, 2022

**TITLE:** ADOPT RESOLUTION NO. 2022-XX, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE 2022 WILDFIRE MITIGATION PLAN FOR MORENO VALLEY UTILITY

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### **RECOMMENDED ACTION**

#### **Recommendation:**

Adopt Resolution No. 2022-XX, a Resolution of the City Council of the City of Moreno Valley, California, to adopt the Annual Wildfire Mitigation Plan.

### **SUMMARY**

Staff recommends City Council approve the Moreno Valley Utility (MVU) 2022 Wildfire Mitigation Plan. The Plan conforms to the requirements of Senate Bill 901 (SB 901) and Assembly Bill 1054 (AB 1054) which were signed into law in September 2018, and July 2019 respectively. This update incorporates recommended additions and changes outlined by the California Wildfire Safety Advisory Board.

Moreno Valley Utility's (MVU) entire electric distribution system is located underground in conduit and vaults. The undergrounding of electrical infrastructure is an effective mitigation measure to reduce the cause of power-line ignited wildfires. Despite this low risk, MVU takes appropriate actions to help prevent and respond to increasing risk of devastating wildfires. MVU follows all applicable design, construction, operation, and maintenance requirements reducing safety risks associated with its system. The Wildfire Mitigation Plan describes the measures MVU follows to reduce its risk of causing wildfires. This Wildfire Mitigation Plan helps meet MVU's overarching goal to provide safe, reliable, and economical electric service to the community.

MVU anticipates receiving additional guidance from the California Wildfire Safety Advisory Board at a future date. MVU will address those recommendations and return

to City Council for approval on further changes to the Wildfire Mitigation Plan if needed.

## **DISCUSSION**

In 2016, Governor Brown signed Senate Bill (“SB”) 1028 (stats. 2016), which required publicly owned utilities (“POUs”) to identify additional wildfire mitigation measures that the POU could take if the POU governing board first found that its overhead electric lines and equipment posed a significant risk of causing a catastrophic wildfire. SB 1028 required that the POU governing board (City Council) must base this determination on “historical fires and local conditions,” and must consult with local fire departments and other entities with responsibilities for the control of wildfires within the relevant area. These requirements were specified in the newly added Public Utilities Code Section 8387.

In 2018, the California Public Utilities Commission (CPUC) completed the development of the statewide Fire Threat Map that designates areas of the state at an elevated risk of electric line-ignited wildfires.<sup>1</sup> This updated map incorporated historical fire data, fire-behavior modeling, and assessments of fuel, weather modeling, and a host of other factors. The map development and approval process involved detailed review by the relevant utility staff and local fire officials, a peer review process, and ultimate approval by a team of technical experts led by the California Department of Forestry and Fire Protection (“CAL FIRE”). The CPUC’s Fire Threat Map includes three Tiers/Levels of fire threat risk. Tier 1 consists of areas that have the lowest hazards and risks. Tier 2 consists of areas where there is an *elevated risk* for destructive electric line-ignited wildfires. Finally, Tier 3 consists of areas where there is an *extreme risk* for destructive electric line-ignited wildfires.

Governor Brown signed SB 901 (stats. 2018), which addressed a wide range of issues relating to wildfire prevention, response, and recovery. SB 901 substantially revised the Public Utilities Code Section 8387, eliminating the prior process established by SB 1028 and instead making it mandatory for all POUs (regardless of size or wildfire risk) to develop a wildfire mitigation plan. Pursuant to the amended Section 8387, all POUs must present a wildfire mitigation plan to its governing board prior to January 1, 2020, and annually thereafter. Section 8387(b)(2) specifies the topics that must be addressed in the POU wildfire mitigation plans, which includes: (a) the responsibilities of the persons tasked with executing the plan; (b) a description of the POU’s wildfire mitigation preventative strategies and programs; (c) a description of the metrics the POU will use to evaluate the wildfire mitigation plan’s performance and discussion of how those metrics informed the current wildfire mitigation plan; (d) protocols for disabling reclosers and deenergizing portions of the electrical system; and (e) identification, description, and prioritization of all wildfire risks within the POU’s service territory.

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<sup>1</sup> PG&E Advice Letter 5211-E/3172-E, “Joint Filing – Adoption of Final California Public Utilities Commission Fire-Threat Map,” Jan. 5, 2018, *available at* [https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC\\_5211-E.pdf](https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC_5211-E.pdf); SED Disposition Letter Approving Advice Letter 5211-E/3172-E, January 19, 2018, *available at* [https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC\\_5211-E.pdf](https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC_5211-E.pdf).

SB 901 requires that POUs must present their wildfire mitigation plan at an appropriately noticed public meeting and receive public comment. The POU must also verify that the wildfire mitigation plan complies with all applicable rules, regulations, and standards. POUs must also have their plan reviewed by a qualified independent evaluator to assess the comprehensiveness of the plan every three years, which occurred last year.

In 2019, two new bills (SB 1054 and SB 111) made additional major reforms relating to wildfires. As part of these reforms, SB 111 created a new state agency called the California Wildfire Safety Advisory Board (“Board”). The members of the board must be selected from industry experts, academics, and people with labor and workforce safety experience. At least three members must be experienced in the safe operation, design, and engineering of electrical infrastructure. SB 1054 requires that all POUs must submit their wildfire mitigation plans to the Board by July 1 of each year, starting in 2020. The Board will then review the POU plans and will provide comments and advisory opinions on the content and sufficiency of the plans. If additional Board requirements are received this year, further revisions of the adopted updated MVU Wildfire Mitigation Plan may be required. Any substantive changes will be brought to the City Council for consideration.

Pursuant to Public Utilities Code, Section 8387, MVU has prepared the required update to the wildfire mitigation plan. Updates include fire ignition data for reporting year 2021, Public Safety Power Shutoff notification procedures, and the inclusion of the Wildfire Safety Advisory Board’s Informational Response document. Staff has reviewed MVU’s wildfire mitigation plan and concluded that the plan meets all the required criteria as provided in Section 8387. Staff recommends adopting the Moreno Valley Utility 2022 Wildfire Mitigation Plan.

MVU will submit its adopted updated wildfire mitigation plan to the California Wildfire Safety Advisory Board prior to July 1, 2022.

## **ALTERNATIVES**

1. Approve the updated MVU Wildfire Mitigation Plan. *The plan provides baseline procedure and practice of safe and effective operation of the MVU electric system while minimizing risks of wildfires. Adoption of the plan will keep MVU in compliance with state mandates. This update incorporates current recommended additions and changes outlined in the Guidance Advisory Opinion issued by the California Wildfire Safety Advisory Board.* Staff recommends this alternative.
2. Do not approve the MVU Wildfire Mitigation Plan. *This action would delay the submission of an adopted Wildfire Mitigation Plan and MVU will not be in compliance with state mandates.* Staff does not recommend this action.

## **FISCAL IMPACT**

There is no cost associated with the approval of the MVU Wildfire Mitigation Plan.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Dean Ayer  
Senior Management Analyst

Department Head Approval:  
Michael Lloyd  
Public Works Director/City Engineer

Concurred By:  
Jeannette Olko  
Electric Utility Division Manager

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2022 expiration of the ENCO Utility Systems agreement.

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. 2022 WMP Update
- 2. Resolution Wildfire Mitigation Plan 01042022

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/22/21 7:34 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/29/21 9:15 AM



**HISTORY:**

12/07/21

Next: 01/04/22

City Council

REMOVED FROM AGENDA



# 2022 Wildfire Mitigation Plan

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November 18, 2021

Attachment: 2022 WMP Update [Revision 1] (2021-158 : APPROVE 2022 WILDFIRE MITIGATION PLAN UPDATE)

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Attachment: 2022 WMP Update [Revision 1] (2021-158 : APPROVE 2022 WILDFIRE MITIGATION PLAN UPDATE)

## I. Utility Context Summary

<b>Utility Name</b>	<b>Moreno Valley Utility</b>
Size in Square Miles	33.48 square miles
Assets	<input type="checkbox"/> Transmission <input checked="" type="checkbox"/> Distribution <input checked="" type="checkbox"/> Generation
Number of Customers Served	6,524 as of December 2020
Customer Classes	<input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Government <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Small/Medium Business <input checked="" type="checkbox"/> Commercial/Industrial
Location/Topography	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Wildland Urban Interface <input type="checkbox"/> Rural/Forest <input type="checkbox"/> Rural/Desert <input type="checkbox"/> Rural/Agriculture
Percent Territory in CPUC High Fire Threat Districts	<input checked="" type="checkbox"/> Includes maps    0% in Tier 2    0% in Tier 3
CAL FIRE FRAP Map Fire Threat Zones	<input checked="" type="checkbox"/> Includes maps    0% Extreme    0% Very High    0% High
Existing Grid Hardening Measures	<input checked="" type="checkbox"/> Describes hardened & non-hardened infrastructure
Utility Fire Threat Risk Level	<input type="checkbox"/> High <input checked="" type="checkbox"/> Low <input type="checkbox"/> Mixed
Impacted by another utility's PSPS?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mitigates impact of another utility's PSPS?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Expects to initiate its own PSPS?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Prevailing wind directions & speeds by season	<input type="checkbox"/> Includes maps <input type="checkbox"/> Includes a description

## II. Overview

### A. Policy Statement

Moreno Valley Utility's overarching goal is to provide safe, reliable, and economic electric service to its local community. In order to meet this goal, Moreno Valley Utility constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

### B. Purpose of the Wildfire Mitigation Plan

Moreno Valley Utility's (MVU) entire electric supply system is located underground in conduit and vaults. Historically, undergrounded electric lines have not been associated with catastrophic wildfires. The undergrounding of electric lines serves as an effective mitigation measure to reduce the potential of power-line ignited wildfires. Based on a review of local conditions and historical fires, MVU has determined that its electrical lines and equipment do not pose a significant risk of catastrophic wildfire.

Despite this low risk, MVU takes appropriate actions to help its region prevent and respond to the increasing risk of devastating wildfires. In its role as a public agency, MVU closely coordinates with other local safety and emergency officials to help protect against fires and respond to emergencies. In its role as a utility, MVU follows all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its system. This Wildfire Mitigation Plan describes the safety-related measures that MVU follows to reduce its risk of causing wildfires.

### C. Organization of the Wildfire Mitigation Plan

This Wildfire Mitigation Plan included the following elements:

- Objectives of the plan;
- Roles and responsibilities for carrying out the plan;
- Identification of key wildfire risks and risk drivers;

- Description of wildfire prevention, mitigation, and response strategies and programs;
- Metrics for evaluating the performance of the plan and identifying areas for improvement;
- Review and validation of the plan; and
- Timelines.

### III. Objectives of the Wildfire Mitigation Plan

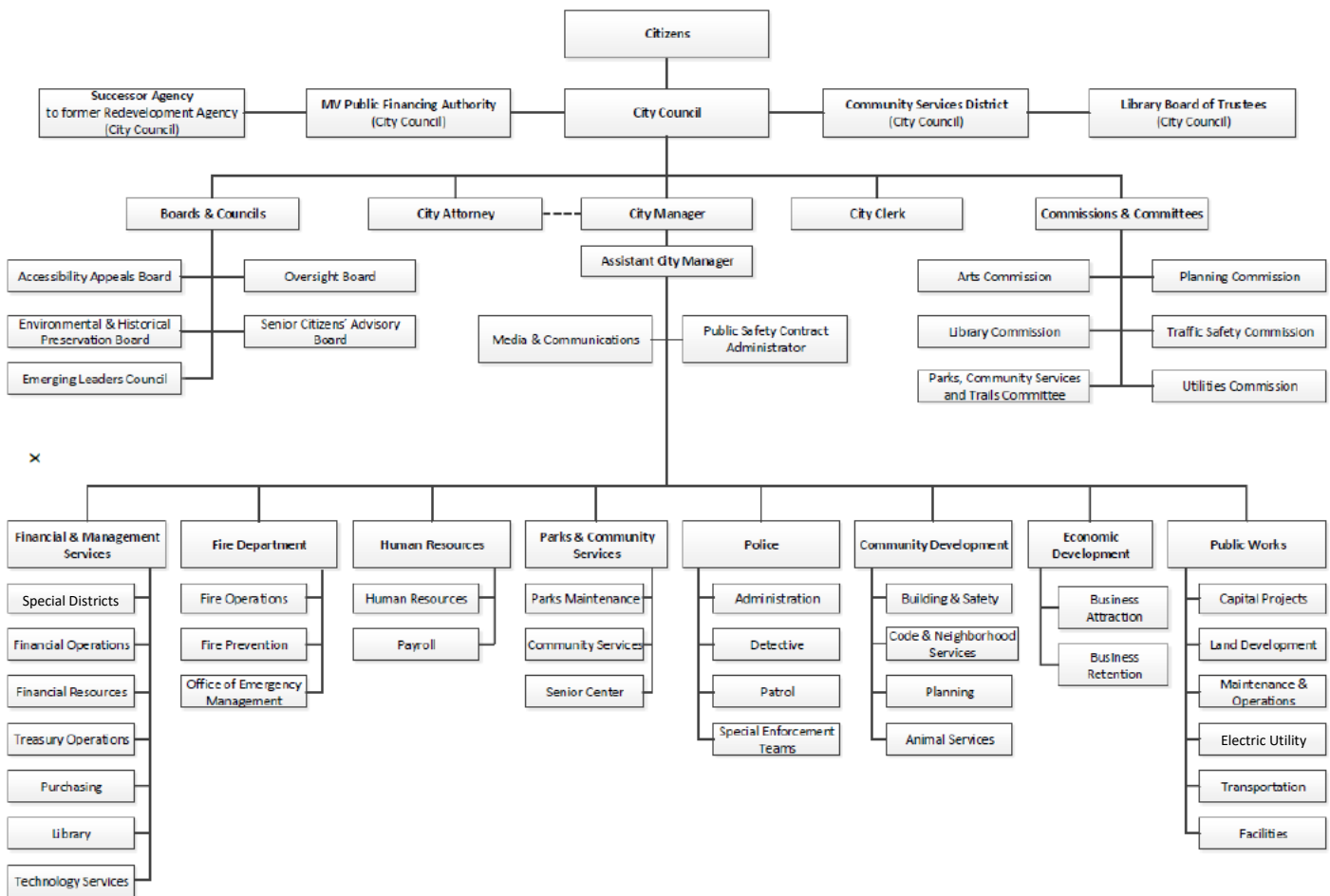
The primary goal of this Wildfire Mitigation Plan is to describe MVU’s existing programs, practices, and measures that effectively reduce the probability that MVU’s electric supply system could be the origin or contributing source for the ignition of a wildfire. To support this goal, MVU regularly evaluates the prudent and cost-effective improvements to its physical assets, operations, and training that can help reduce the risk of equipment-related fires.

The secondary goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. As part of the development of this plan, MVU assesses new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

### IV. Roles and Responsibilities

#### A. Utility Governance Structure

City of Moreno Valley Organization Chart



Attachment: 2022 WMP Update [Revision 1] (2021-158 : APPROVE 2022 WILDFIRE MITIGATION PLAN UPDATE)

The City of Moreno Valley is a general law city that operates under a Council-Manager form of government. MVU is governed by a five-member City Council. Four Council Members are elected by district to staggered, four-year terms, while the Mayor is directly elected. The council appoints the City Manager, who oversees the daily operations of the City. Volunteer Commissions and Boards, as well as several Citizen Advisory Committees help guide the Council in its decisions. The City Council formed a five-member Utilities Commission, whose purpose is to provide additional review for all matters pertaining to MVU. Commissioners are citizen volunteers, appointed by the City Council for three-year terms.

MVU's Wildfire Mitigation Plan is developed by staff and then reviewed by the Division Manager, Public Works Director, Assistant City Manager, City Manager, Utilities Commission, and the five-member City Council. City Council votes on approval and the plan is approved with a majority vote.

MVU funds wildfire mitigation activities through current rate payer revenues. These funds are augmented by grant awards. Mitigation projects typically take the form of revised equipment design standards and system hardening Capital Improvement Projects.

## B. Wildfire Prevention

MVU staff, in partnership with its maintenance and operations provider, is responsible for electric facility design, maintenance, and inspection, including vegetation management. Although MVU's electrical distribution system is 100% underground, MVU follows best practices to prevent ignition of wildfires from its equipment. These items include:

- MVU performs routine maintenance of all distribution facilities.
- MVU adheres to a seasonal weed abatement and vegetation management schedule to maintain at-risk sites.
- MVU contracts for seasonal weed abatement services. Standard clearances as defined by General Orders 95, 128, 165, and 174, are maintained as part of routine maintenance cycles. All electric distribution facility equipment requiring repair and maintenance are addressed and corrected as they are identified. Annual inspections and maintenances of MVU substation facilities identified no deficiencies for 2020.
- MVU abides by Municipal Code 6.40 to abate trees, shrubs, weeds, and grass at all MVU facilities. Including Landscaping, vegetation, or improved or unimproved property in any of the following conditions: containing weeds, dry grasses, dead trees, dead shrubs, or any other material which bears seeds of a wingy or downy nature or which by reason of their size, manner of growth or location, constitute a fire hazard or a threat to public health, or containing weeds, vegetation, grasses, trees or shrubs, including, but not limited to sagebrush, chaparral, and Russian Thistle (tumbleweed) which, when dry, will in reasonable probability constitute a fire hazard or be blown onto adjoining property by prevailing winds; trees and shrubs containing dead or fallen limbs or branches that may present a safety hazard; trees or shrubs which are overgrown or contain limbs or branches that restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public rights-of-way, easements, sidewalks or roadways; overgrown vegetation likely to harbor vermin, insects or rodents of any kind.
- Electric system operates in a manner that will minimize potential wildfire risks.
- Take all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by MVU electric facilities.
- Coordinate with federal, state, and local fire management personnel as necessary or appropriate to implement MVU's Wildfire Mitigation Plan.
- Immediately report fires to local fire department, Emergency Management Program Manager, MVU administration, and other City Officials, pursuant to existing MVU practices and the requirements of this Wildfire Mitigation Plan.

- Coordinate with City Emergency Operations Center to disseminate safety warnings, emergency public information, and evacuation notices to local residents.
- MVU adheres to City of Moreno Valley personnel policy 5.11 for Employee Disaster Notification and Reporting.
- Take corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed and maintained.
- Comply with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.

### C. Wildfire Response and Recovery

Internally, MVU's distribution system is controllable remotely through a Supervisory Control and Data Acquisition (SCADA) system networked to all substations and circuits. MVU field staff utilize hard line telephones, cellular telephones, and portable radios to communicate with internal and external stakeholders during an outage or emergency. MVU's Outage Management System, Utility Maintenance Management System, and Dispatching System all auto-generate notifications to field, office, and administrative staff. MVU is enrolled in several mutual aid networks (APPA, CA Disaster & Civil Defense, CA Utilities Emergency Association) to facilitate expedited response and recovery from severe storms, natural disasters, or mass outages.

The City of Moreno Valley maintains a two-way (LF, HF, VHF, and UHF) mobile and base stations for communications enhanced by repeater system to extend the coverage area. This includes three repeater channels and three unit-to-unit/talk-around channels in the 800 MHz Public Safety band. The City of Moreno Valley owns ten iridium satellite phones that are issued to key personnel in the city during an emergency. Mobile radio communications are available utilizing the Moreno Valley Police Mobile Command Center (MCC). The command center has the capability of patching Sheriff, California Highway Patrol (CHP), Riverside Police, CALFIRE, March Air Reserve Base and Moreno Valley Park Rangers all on the same frequency at the same time. Moreno Valley has an Amateur Civil Emergency Services/Radio Amateur Civil Emergency Services (MV ACES/RACES) group, which operates on ham radio frequencies in support of governmental emergency communications. MV ACES/RACES can augment existing systems and establish communication links with otherwise inaccessible areas. They are also capable of sending live video and audio from an incident site to our City's emergency operations center via the ham radio.

At the county level, a Riverside County Emergency Operations Center (EOC) talk group is programmed into the Omniquest radio and is used to communicate with EOCs within Riverside County during a disaster or emergency. The City of Moreno Valley also has low-band disaster net radios to communicate with all EOCs within Riverside County during a disaster or emergency. This system uses low frequency bands and has several back up channels in case of an outage. Additionally, the City has a portable disaster case radio system. This system allows communications with other agencies such as County Emergency Services, County Fire, County Police, Hospitals, Cities within Riverside County, Moreno Valley Unified School District and Valley View Unified School District.

MVU adheres to California Public Utility Commission GO 95, 128, 165, and 174 for all system infrastructure inspection, maintenance, and reporting.

City of Moreno Valley Office of Emergency Management maintains a city-wide Hazard Mitigation Plan identifying potential fire hazards and mitigation strategies.

City of Moreno Valley also maintains a reporting hotline for all employees to properly notify the city for code violations, hazards, safety concerns, and overgrown landscaping and weeds.

MVU is impacted by Southern California Edison (SCE) Public Safety Power Shutoff (PSPS) events. MVU receives advanced notification from SCE when impacted circuits are being monitored against weather projections for a potential PSPS

event. SCE provides the names of circuits being monitored as well as the impacted City accounts, along with the projected period of concern for the PSPS event. As the situation develops, MVU receives updated data from SCE on weather, circuits and accounts being monitored, and if a PSPS is triggered. MVU monitors the SCE status reports and stages mitigation assets appropriately in advance of a SCE triggered PSPS event. If the PSPS event affects any MVU facilities, MVU customers are notified as early as possible of pending power shutoffs.

When a SCE PSPS event is triggered that impacts MVU facilities, MVU notifies its customers of potential service interruption in a variety of ways. Alert notices are pushed out to customers via the MyMVU mobile application, email blasts, direct telephone communication with critical customers, as well as public messaging available on the MVU web site and through MVU's 24/7 call center. PSPS and outage notices will be translated into Spanish for non-English speakers in the future.

With all of MVU's distribution lines undergrounded, the utility does not de-energize its system during severe weather events. In the event MVU is impacted by an SCE PSPS, MVU does have backup generation assets to keep critical infrastructure operational, including a portable back-up generator that can be distributed to impacted MVU customers.

#### D. Standardized Emergency Management System

As a local governmental agency,<sup>1</sup> MVU has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations,<sup>2</sup> adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state.<sup>3</sup> Pursuant to this structure, MVU annually coordinates and communicates with the relevant safety agencies as well as other relevant local and state agencies. When activated, MVU serves as the Utilities Unit Leader under the Operations Section Chief as part of the City of Moreno Valley's Emergency Operations Center. In the event that the incident centered on MVU facilities, MVU would serve as the Operations Section Chief.

Under the SEMS structure, a significant amount of preparation is done through advanced planning at the county level, including the coordination of effort of public, private, and nonprofit organizations. Riverside County serves as the Operational Area and is guided by the California Office of Emergency Services, Southern Region. The Operational Area includes local and regional organizations that bring relevant expertise to the wildfire prevention and recovery planning process. These participants include:

<sup>1</sup> As defined in Cal. Gov. Code § 8680.2.

<sup>2</sup> 19 CCR § 2407.

<sup>3</sup> Cal. Gov. Code § 2403(b):

- 1) "Field response level" commands emergency response personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat.
- 2) "Local government level" manages and coordinates the overall emergency response and recovery activities within their jurisdiction.
- 3) "Operational area level" manages and/or coordinates information, resources, and priorities among local governments within the operational area and serves as the coordination and communication link between the local government level and the regional level.
- 4) "Regional level" manages and coordinates information and resources among operational areas within the mutual aid region designated pursuant to Government Code §8600 and between the operational areas and the state level. This level along with the state level coordinates overall state agency support for emergency response activities.
- 5) "State level" manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.



Agency/ Dept.	Mailing Address	Contact	Phone	Fax
AMR American Medical Response	879 Marlborough Ave. Riverside, CA. 92507		951.782.5234	951.782.5617
AMR American Medical Response	879 Marlborough Ave. Riverside, CA. 92507	Dispatch	877.267.6622	951.782.5605
Kaiser Permanente: Medical Center	12815 Heacock Moreno Valley, CA. 92552	Administration	951.601.6327	951.601.6181
Kaiser Foundation Moreno Valley: Community Hospital	27300 Iris Ave. Moreno Valley, CA. 92555	Facilities Services Manager	951.251.6594	951.251.6601
Moreno Valley Fire/Office of Emergency Management	14177 Frederic St. Moreno Valley, CA 92553	Emergency Management Program Manager	951.413.3800	951-413-3801
Moreno Valley: Special Districts	14331 Frederick Street Moreno Valley, CA 92253	Division Manager	951.413.3480	
Moreno Valley: Fire Dept.	14177 Frederick Street Moreno Valley, CA. 92553	Fire Marshal	951.413.3370	
Moreno Valley: Fire Dept.	22850 Calle San Juan De Los Lagos Moreno Valley, CA 92553	Fire Chief	951.486.6780	951.486.6790
Moreno Valley: Operations & Maintenance	14177 Frederick Street Moreno Valley, CA. 92553	Manager	951.413.3160	951.413.3141
Moreno Valley: Police Dept.	22850 San Juan De Los Lagos Moreno Valley, CA. 92552	Police Chief	951.486.6700	
Moreno Valley: Public Works	14177 Frederick Street Moreno Valley, CA. 92553	Public Works Director	951.413.3100	951.413.3141
Moreno Valley Traffic & Transportation	14177 Frederick Street Moreno Valley, CA. 92553	City Traffic Engineer	951.413.3140	951.413.3140
Moreno Valley: City Management	14177 Frederick Street Moreno Valley, CA. 92553	City Manager	951.413.3020	
Moreno Valley: Facilities Management	14177 Frederick Street Moreno Valley, CA. 92553	Division Manager	951.413.3740	
Moreno Valley: TV3	14177 Frederick Street Moreno Valley, CA. 92553	Media & Production Supervisor	951.413.3056	951.413.3053
Moreno Valley: Unified School District	25634 Alessandro Blvd. Moreno Valley, CA. 92553	Maintenance Supervisor	951.571.7865	951.571.7811
Riverside Medical Clinic: Canyon Springs Plaza	6405 Day Street Moreno Valley, CA. 92552	Facilities	951.321.6331	951.248.6703
Riverside County: Dept. of Environmental Health	4065 County Circle Riverside, CA.	Deputy Director	951.358.5172	951.358.5017
Riverside County: Dept. of Environmental Health	4065 County Circle Riverside, CA.	Supervising Environmental Health Specialist	951.358.5172	951.358.5017
Riverside County: Dept. of Environmental Health	800 S. Sanderson Ave. #200 Hemet, CA. 92545	Supervising Environmental Health Specialist	951.766.2824	
Riverside County: Dept. of Environmental Health	800 S. Sanderson Ave. #200 Hemet, CA. 92545	Supervising Environmental Health Specialist	951.766.2824	
Riverside Regional: Medical Center	26520 Cactus Ave. Moreno Valley, CA. 92552	Deputy Director	951.955.4878	951.955.8405
Riverside Regional: Medical Center	26520 Cactus Ave. Moreno Valley, CA. 92555	Chief of Hospital Plant Op.	951.486.4066	951.486.4105
Val Verde: Unified School District	975 W. Morgan Street Perris, CA. 92581	Emergency Services	951.940.6100 ext. 10672	951.940.6118
Val Verde: Unified School District - March Middle School	15800 Indian Ave	Director of Facilities, Maintenance, & Purchasing	951.940.6136 ext. 10652	
Verizon Public Relations		Director of Public Relations	(213) 800-3184	
Eastern Municipal Water District	Central Control 2270 Trumble Road Perris, CA 92572-8300		951.928.3777 ext. 6265	951.928.6170
Davita Canyon Springs Dialysis	22555 Alessandro Blvd Bldg. 5		951.653.6400	
Kaiser Permanente	27200 Iris Ave Medical Bldg.		951.353.4359	
United States Postal Services	23800 Cactus Ave	Facility Manager	951.697.4661	
Waste Management	17700 Indian St	Fleet Manager - Fleet Maintenance	951.601.1129 951.339.6681	

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Pursuant to the SEMS structure, MVU participates in annual training exercises. Training exercises include workshops, tabletop exercises, and field drills. A sample of topics covered include; earthquake safety, disaster response & management, active shooter, crisis leadership, and NIMS/SEMS/ICS compliance.

MVU is a member of the California Utility Emergency Association, which plays a key role in ensuring communications between utilities during emergencies and provides mutual aid. MVU also participates in the American Public Power Association Mutual Assistance Agreement, which covers public utilities across the United States. The City of Moreno Valley is a participant in the California Disaster and Civil Defense Mutual Aid Agreement which allocates state resources to cope with any type of disaster.

## V. Wildfire Risks and Drivers Associated with Design, Construction, Operation, and Maintenance

### A. Particular Risks and Risk Drivers Associated with Topographic and Climatological Risk Factors

Due to MVU's distribution system being 100% underground, there is limited risk specific to wildfires. As an undergrounded utility, MVU does not monitor prevailing wind speed or direction. Weather intelligence monitoring assets have not been installed on the MVU distribution system due to the associated costs and limited benefit the utility would gain from collecting such data.

### B. Enterprise-wide Safety Risks

The safety risks discussed below apply to the City of Moreno Valley as a municipal jurisdiction and include both Moreno Valley Utility and Southern California Edison service territories.

**Earthquake profile** - There are three major faults/fault zones that directly affect Moreno Valley. They are the southern section of the San Andreas Fault, the San Jacinto Fault Zone, and the Elsinore Fault Zone. The San Jacinto Fault Zone is considered to be the most active fault in Southern California. It is the closest fault to Moreno Valley and runs through the eastern portion of the city, followed by the Elsinore Fault Zone which is located approximately 12-18 miles south of Moreno Valley. The San Andreas Fault Zone is located approximately 15-20 miles north of Moreno Valley. The largest earthquake to occur within 100 miles of Moreno Valley was the 7.4 magnitude Hector Mine earthquake in 1999.

The City of Moreno Valley could be affected by large earthquakes occurring in many parts of the Southern California region. However, the degree to which the earthquakes are felt, and the damages associated with them may vary. At risk from earthquake damage are critical facilities, buildings, bridges, highways and roads; hazardous materials facilities; sewer, water, and natural gas pipelines; earth dams; petroleum pipelines; and private property located in the city. The relative or secondary earthquake hazards, which are liquefaction, ground shaking, amplification, and earthquake-induced landslides, can be just as devastating as the earthquake. The USGS estimates that there is a greater than 99% chance of a major earthquake occurring within 31 miles of Moreno Valley within the next 50 years.

**Flooding profile** - There are four types flooding conditions that exist within the Moreno Valley area: flooding in defined watercourses; ponding; sheet flow; and dam inundation. Flooding within defined watercourses occurs within drainage channels and immediately adjacent floodplains. Ponding occurs when water flow is obstructed due to manmade obstacles such as the embankments of SR-60 and other roadways, where they cross-defined watercourses. Sheet flow occurs when capacities of defined watercourses are exceeded and water flows over broad areas.

Known flood-prone areas as noted in the General Plan as well as recorded in city maintenance files, include:

- Along the Quincy Channel between Cottonwood Avenue and Cactus Avenue.
- An extensive floodplain that extends along the Oliver Street alignment from a point north of Alessandro Boulevard to John F. Kennedy Drive and extending in a southwesterly direction as far as the northeast corner of Morrison Street and Filaree Avenue and the northeast corner of Nason Street and Iris Avenue.

- Along Heacock Street and Lateral A of the Perris Valley Channel between Cactus Avenue and a point north of the intersection of Lateral A and Indian Street (next to March Air Reserve Base).
- Along Sunnymead Boulevard between Frederick Street and Graham Street.
- Along Pigeon Pass Road, between Sunnymead Ranch Parkway and Lawless Road.
- Along Moreno Beach Boulevard, between Juniper Avenue and Locust Avenue.
- Along Highland Avenue, between Redlands Boulevard and Alessandro Boulevard.
- Along Locust Avenue, between Moreno Beach Boulevard and northerly city limits.
- Along Heacock Street, between Lake Summit Drive and Reche Vista Drive.
- Along Hubbard Street, between Skyland Drive and Ironwood Avenue.
- Along Cottonwood Avenue, between Nason St and Martha Crawford Street.
- Alessandro Boulevard, between Gilman Springs Road and Theodore Street.
- Neighborhood bounded by Alessandro Boulevard, Brodiaea Avenue, Redlands Boulevard, and Merwin Street.
- Miramontes Court, north of Via Solana Court.
- Easterly side of neighborhood east of Perris Boulevard, between Covey Road and Manzanita Avenue.

## VI. Wildfire Preventative Strategies

### A. High Fire Threat District

MVU directly participated in the development of the CPUC's Fire-Threat Map,<sup>4</sup> which designates a High-Fire Threat District. In the map development process, MVU coordinated with Southern California Edison Company (SCE) and determined that because MVU's system is entirely underground, that SCE would serve as territory lead for the region served by MVU. MVU has incorporated the High Fire Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

### B. Design and Construction Standards

MVU's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. MVU treats CPUC General Orders (GO) 95 and 128 as a key industry standard for design and construction standards for underground electrical facilities. MVU meets or exceeds all standards in GO 95 and 128. Additionally, MVU monitors and follows, as appropriate, the National Electric Safety Code.

### C. Vegetation Management

MVU meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, MVU complies with NERC FAC-003-4, where applicable. For both transmission and distribution level facilities, MVU meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) CPUC GO 95, 128, 165, and 174.

### D. Inspections

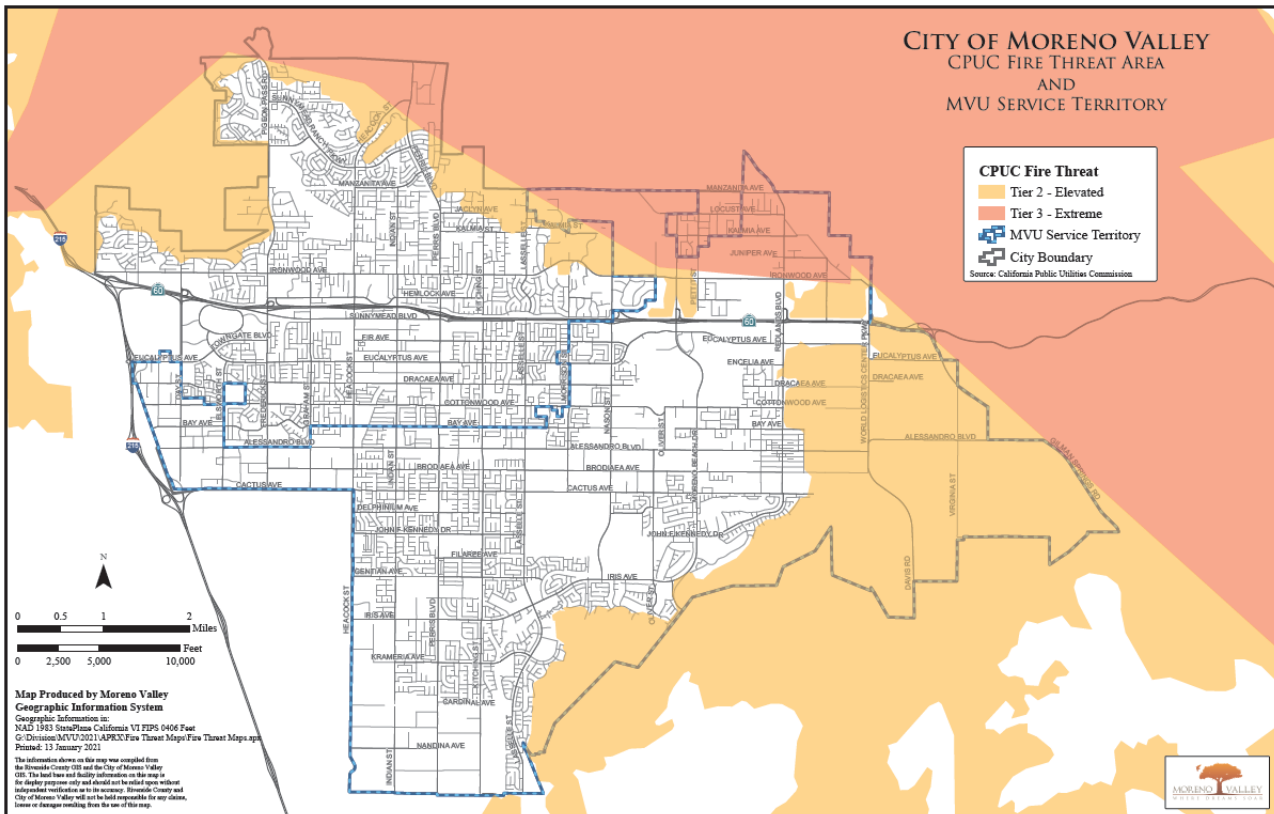
MVU meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and 174. Pursuant to these rules, utilities inspect electric facilities in the High Fire Threat District more frequently than the other areas of its service territory. As described above, MVU currently does not have any overhead power lines located within or near the High-Fire Threat District within the CPUC's Fire Threat Map. However, MVU staff uses their knowledge of the specific environmental and geographical conditions of MVU's service territory to determine if any particular areas require more frequent inspections.

<sup>4</sup> Adopted by CPUC Decision 17-12-024.

If MVU staff discovers a facility in need of repair that is owned by an entity other than MVU, MVU will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly.

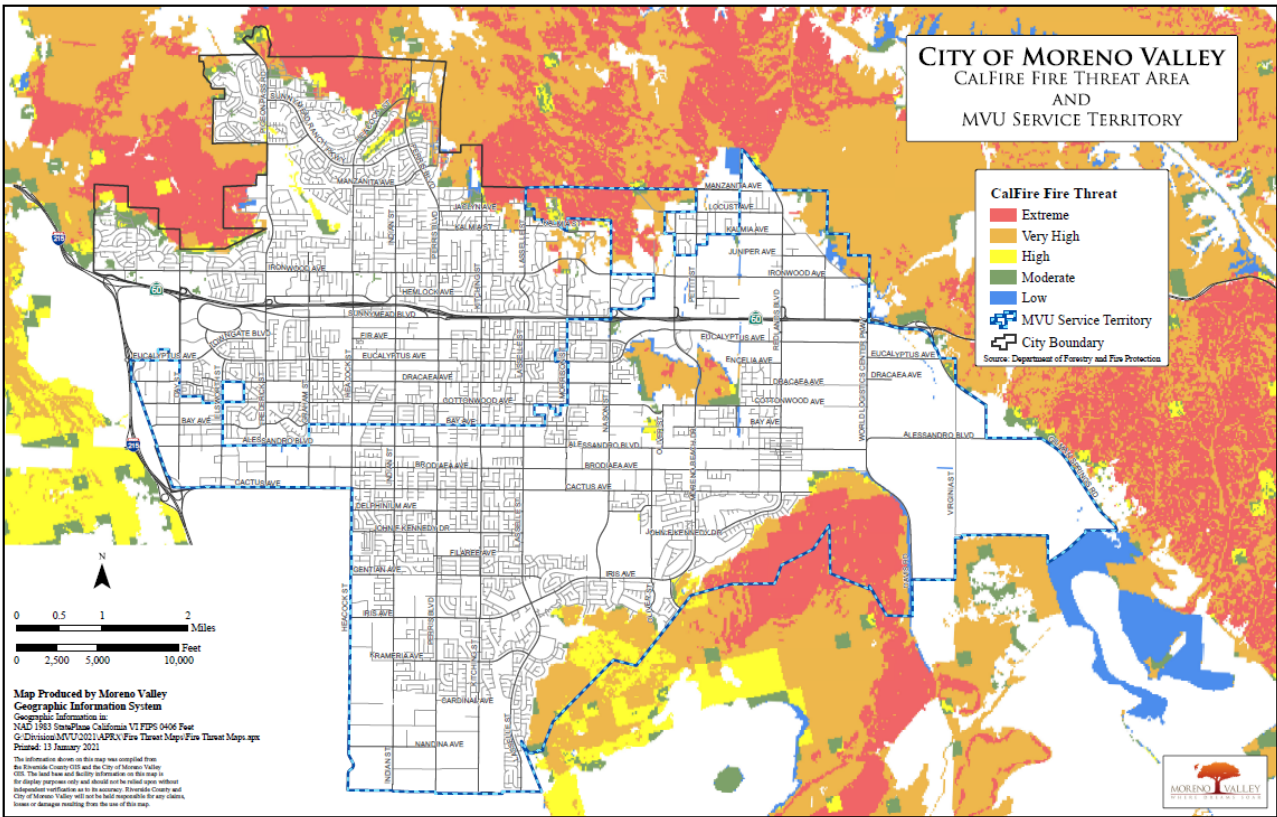
MVU has conducted an analysis of all circuits to identify essential facilities and prioritize the deployment of back-up power facilities. Grant funding is also being sought to install back-up generation at additional strategic facilities throughout the service territory. MVU is fully capable of sectionalizing any outage to mitigate the number of customers impacted. This mitigation technique will also be employed during PSPS events to reduce any service interruptions to MVU customers. MVU will explore the possibility of back feeding the distribution system with customer owned battery storage systems.

### E. California Public Utility Commission Wildfire Threat Map



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### F. CalFire Fire Threat Map



### G. Reclosing Policy

MVU’s system is 100% underground. Reclosers are not installed on underground circuits. MVU does not change substation relay settings.

### H. De-energization

MVU has the authority to preemptively shut off power due to fire-threat conditions, however, this option will only be used in extraordinary circumstances. Due to the minimal risk of MVU’s electrical supply facilities causing a power-line ignited wildfire, MVU is not adopting specific protocols for de-energizing any portions of its electric distribution system. MVU will re-evaluate this determination in future updates to this Wildfire Mitigation Plan.

## VII. Restoration of Service

MVU’s electric distribution system is completely underground. However, MVU is interconnected with SCE’s transmission and distribution systems, much of which is overhead and exposed to wind, rain and lightning. This is MVU’s primary source of vulnerability to potential electrical service interruptions during rain and wind storms such as the ones that can be precipitated by El Nino.

MVU’s underground electric distribution system is designed, and has been constructed, with redundant sources of feed. These do not guarantee the elimination of outages but can facilitate service restoration and reduce the duration of such outages.

Preparation in advance of predicted storms: Since, as discussed in the introduction, the primary trouble source during storms is outages on SCE’s transmission and distribution lines, many of which are overhead, MVU will patrol, to the extent practical, SCE’s primary interconnect lines for any potential trouble spots including but not limited to broken tree

limbs or other vulnerabilities. MVU will also double check the loading conditions of our underground lines to satisfy ourselves that alternate sources have the capacity to serve the electric load (customers) in the event that it is necessary.

MVU's underground system will be patrolled in advance of storms for any open trenches or excavations at construction sites to minimize water intrusion into the underground system. Although the underground system is designed to operate under such conditions, small pinholes in splices or cable can cause problems, including possible electrical shorts/faults, that can interrupt service to customers. Likewise, after the storm, each underground vault, manhole or other structure will be inspected for water intrusion and pumped, when necessary, in accordance proper utility practice and environmental guidelines.

All vehicular equipment, man-lifts, tools and appurtenances will be thoroughly inspected for proper operation. All operating personnel will be placed on standby in the event of weather-related problems.

The MVU Operations and Call Center will be appropriately staffed for handling of trouble calls from customers and dispatching to field personnel.

Call Center support includes:

- Outage Management System (OMS)
- Field Dispatching
- Customer Callbacks

Response Prioritization:

- First Priority: Response to imminent threats to life and/or public property
- Second Priority: Removals of immediate hazards (fallen trees, power poles, etc.)
- Third Priority: Clearing of arterial roadway
- Fourth Priority: Maintenance of traffic control/closures to prevent potential accidents
- Fifth Priority (Post Storm Activity): Follow-up work such as addressing storm-related potholes and residual clean-up of all streets that have remained in a "passable and drivable" state

Referral Protocol:

- Flooding of structures on private property- Residents will be advised to call 911 for Fire Department assistance
- Facilities associated with other government agencies (RCFCD) or private utilities will be referred to appropriate agencies/company
- All storm related issues involving streets, curbs and gutters, sidewalks, residential trees in the right of way, catch basins, and miscellaneous drainage facilities will be referred to the City's Maintenance and Operations Division.

During EOC activation period, all routine maintenance programs and requests will be suspended and deferred.

## VIII. Evaluation of the Plan

### A. Metrics and Assumptions for Measuring Plan Performance

MVU will track the following metric to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions caused by utility equipment.

Metric 1: Fire Ignitions

For purposes of this metric, a fire ignition is defined as follows:

- MVU facility was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and
- MVU has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, MVU will provide the number of fires that occurred that were less than 10 acres in size. Any fires greater than 10 acres will be individually described.

Reporting Year	Fire Ignitions
2021	0
2020	0
2019	0

### B. Impact of Metrics on Plan

In the initial years, MVU anticipates that there will be relatively limited data gathered through the metric. However, as the data collection history becomes more robust, MVU will be able to identify areas of its operations and service territory that are disproportionately impacted. MVU will then evaluate potential improvements to the plan.

### C. Monitoring and Auditing the Plan

This Wildfire Mitigation Plan will be presented to the MVU Utilities Commission and the Moreno Valley City Council. MVU will present updates to this plan to the MVU Utilities Commission and the City Council on an annual basis.

### D. Identifying and Correcting Deficiencies in the Plan

Based on the recommendations of the MVU Utilities Commission and the Moreno Valley City Council, MVU will correct any identified deficiencies.

### E. Monitoring the Effectiveness of Inspections

MVU reviews and evaluates its reliability indices regularly to monitor inspection and maintenance procedures. SAIDI, SAIFI, CAIDI, and MAIFI statistics show that MVU maintains an electric system that operates well below the State and National averages for outage incidents per the American Public Power Association’s eReliability Tracker program. MVU’s Utility Maintenance Management System (UMMS) is used to collect all data subject to GO165. The UMMS prepares monthly inspection and maintenance reports for all electric distribution facilities. Maintenance history for each piece of equipment is archived in the UMMS. Additionally, MVU’s substation inspection and maintenance program complies with GO 174 guidelines as well as manufacturer specifications, standards, and recommendations. MVU performs monthly inspections of all substation components including recording and analysis of all alarms, fluid levels, meters, and Load Tap Changer settings.

Although MVU does not fall under the jurisdiction of the California Public Utilities Commission (CPUC), MVU has cooperated with the CPUC’s Utilities Safety and Reliability Branch and their requests for periodic audits. The audit in October 2008 noted no GO 95 infractions, and identified two GO 128 infractions to MVU Pad Mounted Electric structures. Repairs were made to correct the violation the day they were identified by the CPUC. Again, in March of 2013 the CPUC audit identified three vegetation obstructions that were immediately corrected in the field as they were identified. No additional infractions have been identified by the CPUC.

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# MORENO VALLEY UTILITY WILDFIRE MITIGATION PLAN 2021 INFORMATIONAL RESPONSE

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## RESPONSES TO WILDFIRE SAFETY ADVISORY BOARD'S 2021 GUIDANCE ADVISORY OPINION

June 21, 2021

Attachment: 2022 WMP Update [Revision 1] (2021-158 : APPROVE 2022 WILDFIRE MITIGATION PLAN UPDATE)



## I. PURPOSE OF THIS 2021 INFORMATIONAL RESPONSE

The California Wildfire Safety Advisory Board (WSAB) issued the *Guidance Advisory Opinion for the 2021 Wildfire Mitigation Plans of Electric Publicly Owned Utilities and Cooperatives* (“2021 WSAB Guidance Advisory Opinion”) on December 15, 2020. MVU provides this document to the WSAB in order to respond to each of the recommendations included in the 2021 WSAB Guidance Advisory Opinion. POU will provide a narrative response and/or a cross reference to the location in MVU’s Wildfire Mitigation Plan (WMP) where the topic is addressed. Where the recommendation is not applicable to MVU, the response will provide a brief description supporting this conclusion.

## II. CONTEXT SETTING INFORMATION

WSAB requested that POU provide an informational table to assist the Staff and Board member in understanding the unique characteristics of each POU.

**Table 1: Context-Setting Information**

Utility Name	Moreno Valley Utility	
Service Territory Size	33.48 square miles	
Owned Assets	<input type="checkbox"/> Transmission <input checked="" type="checkbox"/> Distribution <input checked="" type="checkbox"/> Generation	
Number of Customers Served	6,524 customer accounts as of December 2020	
Population Within Service Territory	214,982 [estimate]	
Customer Class Makeup	<i>Number of Accounts</i>	<i>Share of Total Load (MWh)</i>
	88.21% Residential; 1.42% Government; 0.03% Agricultural [pumping]; 7.84% Small/Medium Business; 2.50% Commercial/Industrial	24.12% Residential; 1.70% Government; 0.21% Agricultural [pumping]; 2.49% Small/Medium Business; 71.48% Commercial/Industrial
Service Territory Location/Topography <sup>1</sup>	<input type="checkbox"/> % Agriculture <input type="checkbox"/> % Barren/Other <input type="checkbox"/> % Conifer Forest <input type="checkbox"/> % Conifer Woodland <input type="checkbox"/> % Desert <input type="checkbox"/> % Hardwood Forest <input type="checkbox"/> % Hardwood Woodland	

<sup>1</sup> This data shall be based on the California Department of Forestry and Fire Protection, California Multi-Source Vegetation Layer Map, depicting WHR13 Types (Wildlife Habitat Relationship classes grouped into 13 major land cover types) available at: <https://www.arcgis.com/home/item.html?id=b7ec5d68d8114b1fb2bfbf4665989eb3>.

	<input type="checkbox"/> % Herbaceous <input type="checkbox"/> % Shrub 100% Urban <input type="checkbox"/> % Water
<b>Service Territory Wildland Urban Interface<sup>2</sup> (based on total area)</b>	100% Wildland Urban Interface; <input type="checkbox"/> % Wildland Urban Intermix;
<b>Percent of Service Territory in CPUC High Fire Threat Districts (based on total area)</b>	<input type="checkbox"/> Includes maps Tier 2: 30% Tier 3: 10%
<b>Prevailing Wind Directions &amp; Speeds by Season</b>	<input type="checkbox"/> Includes maps MVU is 100% underground and does not collect prevailing wind data.
<b>Miles of Owned Lines Underground and/or Overhead</b>	Overhead Dist.: 0 miles Overhead Trans.: 0 miles Underground Dist.: 79 miles Underground Trans.: 0 miles
	<b>Explanatory Note 1 - Methodology for Measuring "Miles":</b> [ line miles]
	<b>Explanatory Note 2 – Description of Unique Ownership Circumstances:</b> [NA]
	<b>Explanatory Note 3 – Additional Relevant Context:</b> [NA]
<b>Percent of Owned Lines in CPUC High Fire Threat Districts</b>	<i>Overhead Distribution Lines as % of Total Distribution System (Inside and Outside Service Territory)</i>
	Tier 2: 0% Tier 3: 0%
	<i>Overhead Transmission Lines as % of Total Transmission System (Inside and Outside Service Territory)</i>
	Tier 2: 0% Tier 3: 0%
	<b>Explanatory Note 4 – Additional Relevant Context:</b> [NA]
<b>Customers have ever lost service due to an IOU PSPS event?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Customers have ever been notified of a potential loss of service to due to a forecasted IOU PSPS event?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has developed protocols to pre-emptively shut off</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<sup>2</sup> This data shall be based on the definitions and maps maintained by the United States Department of Agriculture, as most recently assembled in *The 2010 Wildland-Urban Interface of the Conterminous United States*, available at [https://www.fs.fed.us/nrs/pubs/rmap/rmap\\_nrs8.pdf](https://www.fs.fed.us/nrs/pubs/rmap/rmap_nrs8.pdf).

electricity in response to elevated wildfire risks?	
Has previously pre-emptively shut off electricity in response to elevated wildfire risk?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, then provide the following data for calendar year 2020:  <i>Number of shut-off events:</i> [____] <i>Customer Accounts that lost service for &gt;10 minutes:</i> [____] <i>For prior response, average duration before service restored:</i> [____]

### III. CROSS REFERENCE TO STATUTORY REQUIREMENTS

WSAB requested that POUs provide a clear roadmap as to where each statutory requirement is addressed within the POU WMP.

**Table 2: Cross References to Statutory Requirements**

Requirement	Statutory Language	Location in WMP
<b>Persons Responsible</b>	<b>PUC § 8387(b)(2)(A):</b> An accounting of the <b>responsibilities of persons</b> responsible for executing the plan.	Section 4 Page 5
<b>Objectives of the Plan</b>	<b>PUC § 8387(b)(2)(B):</b> The <b>objectives</b> of the wildfire mitigation plan.	Section 3 Page: 4
<b>Preventive Strategies</b>	<b>PUC § 8387(b)(2)(C):</b> A description of the <b>preventive strategies and programs to be adopted by the local publicly owned electric utility</b> or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	Section 6 Page 10
<b>Evaluation Metrics</b>	<b>PUC § 8387(b)(2)(D):</b> A description of the <b>metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan’s performance</b> and the assumptions that underlie the use of those metrics.	Section 8 Page 13
<b>Impact of Metrics</b>	<b>PUC § 8387(b)(2)(E):</b> A discussion of how the <b>application of previously identified metrics</b> to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Section 8 Page 14
<b>Deenergization Protocols</b>	<b>PUC § 8387(b)(2)(F):</b> <b>Protocols for disabling reclosers and deenergizing portions of the electrical distribution system</b> that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	Section 6 Page 12

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<b>Customer Notification Procedures</b>	<b>PUC § 8387(b)(2)(G):</b> Appropriate and feasible <b>procedures for notifying a customer</b> who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.	Section 4, 7 Page 7, 13
<b>Vegetation Management</b>	<b>PUC § 8387(b)(2)(H):</b> Plans for vegetation management.	Section 6 Page 10
<b>Inspections</b>	<b>PUC § 8387(b)(2)(I):</b> <b>Plans for inspections</b> of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Section 6 Page 10
<b>Prioritization of Wildfire Risks</b>	<b>PUC § 8387(b)(2)(J):</b> A list that <b>identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory.</b> The list shall include, but not be limited to, both of the following:  (i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities.  (ii) Particular risks and <b>risk drivers</b> associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	Section 5 Page 9
<b>CPUC Fire Threat Map Adjustments</b>	<b>PUC § 8387(b)(2)(K):</b> Identification of any <b>geographic area in the local publicly owned electric utility's or electrical cooperative's service territory</b> that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment.	NA
<b>Enterprisewide Risks</b>	<b>PUC § 8387(b)(2)(L):</b> A methodology for identifying and presenting <b>enterprisewide</b> safety risk and wildfire-related risk.	Section 5 Page 9
<b>Restoration of Service</b>	<b>PUC § 8387(b)(2)(M):</b> A statement of how the local publicly owned electric utility or electrical cooperative will <b>restore service after a wildfire.</b>	Section 7 Page 12
<b>Monitor and Audit</b>	<b>PUC § 8387(b)(2)(N):</b> A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following  (i) <b>Monitor and audit</b> the implementation of the wildfire mitigation plan.  (ii) <b>Identify any deficiencies</b> in the wildfire mitigation plan or its implementation, and correct those deficiencies.	Section 8 Page 14

	(iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules.	
<b>Qualified Independent Evaluator</b>	<b>PUC § 8387(c):</b> The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the Internet Web site of the local publicly owned electric utility or electrical cooperative, and shall present the report at a public meeting of the local publicly owned electric utility’s or electrical cooperative’s governing board.	<a href="http://www.moval.org/mvu/pubs/MVU-WildfireMitigationPlanEvaluation.pdf">http://www.moval.org/mvu/pubs/MVU-WildfireMitigationPlanEvaluation.pdf</a>

**IV. WSAB GUIDANCE ADVISORY OPINION RECOMMENDATIONS**

The WSAB Guidance Advisory Opinion identifies 14 specific recommendations that POUs are requested to address in their 2021 WMPs. As specified in Public Utilities Code § 8387(b)(1), each POU is required to perform a comprehensive revision to the POU’s WMP at least once every three years. Pursuant to this guidance, the POUs will be updating their WMPs based on the direction of their local governing boards within this 3-year cycle. Because the WSAB’s recommendations have been provided after the initial WMP submission, the POUs will have varying capacities to fully address each recommendation in their 2021 WMP. This Section IV restates each of the WSAB recommendations and provides an opportunity for each POU to do one or more of the following: (1) provide a narrative response to the recommendation; (2) provide a cross reference to where in the POU’s WMP this topic is addressed; (3) describe why the recommendation is not applicable to the POU; or (4) inform the WSAB of the POU’s intent to address the recommendation at the point of the POU’s next comprehensive revision, occurring in either the 2022 or 2023 WMP.

**A. Plan Structure**

**WSAB Recommendation #1:** Provide context-setting information about the POU and provide a simple guide to where the statutory requirements are addressed within the WMP.

**POU Response:** See Sections II and III above.

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**WSAB Recommendation #2:** Provide a short description of the POU’s public review and approval (if required) for the WMP. This description may also include a brief explanation of the funding mechanisms for wildfire mitigation efforts.

**POU Response:** MVU's Wildfire Mitigation Plan is developed by staff and then reviewed by the Division Manager, Public Works Director, Assistant City Manager, City Manager, Utilities Commission, and the five-member City Council. City Council votes on approval and the plan is approved with a majority vote.

MVU funds wildfire mitigation activities through current rate payer revenues. These funds are augmented by grant awards. Mitigation projects typically take the form of revised equipment design standards and system hardening Capital Improvement Projects.

**WSAB Recommendation #3:** Identify where the POU has posted the most recent Independent Evaluator (IE) Report and if your POU plans to enhance future IE reports, please summarize in what ways.

**POU Response:** <http://www.moval.org/mvu/pubs/MVUWildfireMitigationPlanEvaluation.pdf>

**WSAB Recommendation #4:** Develop, in collaboration with POU industry associations, WMP guidelines for future WMPs, understanding that it may take multiple cycles for POU's to integrate these recommendations into the WMPs.

**POU Response:** This document is intended to include, as appropriate, responses to the recommendations in the WSAB’s Guidance Advisory Opinion for the POU’s 2021 WMP. This document also represents the combined effort of the POU industry associations to further the development of a template to respond to the WSAB’s Guidance Advisory Opinion in a future reporting WMP cycle.

## B. Customer Impacts

**WSAB Recommendation #5:** Describe the potential impact investor-owned utilities (IOU) public safety power shutoff (PSPS) events could have on POU customers and how the POU manages these impacts. For POU's that are also balancing authorities, describe the criteria for wildfire related de-energizations. Responses shall only provide aggregated information that does not provide customer-specific information or other potentially sensitive data.

**POU Response:** Alternative 2: MVU’s customers may be impacted by the PSPS events ordered by SCE. The following provides responses to specific questions included in the WSAB’s 2021 WSAB Guidance Advisory Opinion:

- What is the relationship between the IOU and the POU during PSPS events?

*POU Response:* MVU is an active partner in minimizing the impacts of SCE-initiated PSPS events. Additionally, MVU utilizes circuit-level PSPS details from SCE to notify potentially-impacted MVU customers.

- Does the POU receive advance notification?

*POU Response:* Yes, MVU receives potential PSPS event communications from SCE beginning one week prior to the forecasted event.

- Is the POU affected at the transmission or distribution level?

*POU Response:* SCE-initiated PSPS events affect MVU at the sub-transmission level.

- Is the POU implementing a mitigation strategy for IOU PSPS?

*POU Response:* Yes, as MVU expands its distribution system, redundant circuitry is installed to sectionalize and isolate PSPS outages and reduce the number of affected customers.

- Does the POU have its own permanent or temporary generation, (or customer provision of same) allowing it to withstand an IOU PSPS?

*POU Response:* Yes, MVU maintains both permanent and portable generation facilities to protect critical City and MVU facilities from PSPS.

- Does the POU distribute back-up generators to customers?

*POU Response:* MVU has a single portable generator unit to distribute in the community as needed.

- Does the POU deenergize their own lines when a wildfire threat looms, even if it is not labelled a PSPS?

*POU Response:* No.

- In the above instance, what customer communication takes place?

*POU Response:* NA

- Is the POU a Balancing Authority Area? If yes, describe any applicable criteria for wildfire related de-energization.

*POU Response:* No.

**WSAB Recommendation #6:** Describe the utility customer communication plans with respect to wildfires and PSPS, and in particular describe the methods, content and timing used to communicate with the most vulnerable customers, such as Access and Functional Needs (AFN) customers, medical baseline customers, non-English speakers, and those at risk of losing water or telecommunications service.

**POU Response:** MVU is impacted by Southern California Edison (SCE) Public Safety Power Shutoff (PSPS) events. MVU receives advanced notification from SCE when impacted circuits are being monitored against weather projections for a potential PSPS event. SCE provides the names of circuits being monitored as well as the impacted City accounts, along with the projected period of concern for the PSPS event. As the situation develops, MVU receives updated data from SCE on weather, circuits and accounts being monitored, and if a PSPS is triggered. MVU monitors the SCE status reports and stages mitigation assets appropriately in advance of a SCE triggered PSPS event. If the PSPS event affects any MVU facilities, MVU customers are notified as early as possible of pending power shutoffs.

When a SCE PSPS event is triggered that impacts MVU facilities, MVU notifies its customers of potential service interruption in a variety of ways. Alert notices are pushed out to customers via the MyMVU mobile application, email blasts, direct telephone communication with critical customers, as well as public messaging available on the MVU web site and through MVU’s 24/7 call center. PSPS and outage notices will be translated into Spanish for non-English speakers in the future.

### C. The Grid

**WSAB Recommendation #7:** Provide details on each POU’s system hardening and grid design programs, including: (1) the goals of the programs and the risk any particular program is designed to mitigate; (2) approach to PSPS mitigation and prevention; and (3) identify any resource shortages.

**POU Response:** MVU’s approach to grid hardening is discussed in Section 4, 6, and 8 of MVU’s WMP. The following provides responses to specific questions included in the WSAB’s 2021 WSAB Guidance Advisory Opinion:

- Does the POU perform a circuit-by-circuit analysis to identify essential facilities (and whether they have backup power) like hospitals, communication centers, and community resource centers?

*POU Response:* Yes.

- Does the POU assess system hardening measures that could be installed to prevent PSPS for those facilities?

*POU Response:* Yes.

- In what way does the POU prepare these facilities for a PSPS or another wildfire related de-energization event?



*POU Response:* MVU's distribution system is designed with the ability to sectionalize and isolate individual circuits to prevent widespread outages related to PSPS. Additionally, MVU openly communicates forecasted SCE initiated PSPS events to potentially impacted customers to mediate impacts.

- For POU's that power water utilities or supply water themselves, if that water is used for drinking and firefighting, are certain projects being undertaken to harden the system for water delivery purposes?

*POU Response:* NA

- Are pump stations self-contained or have some level of fire protection? Is the supply to sewage treatment plants hardened?

*POU Response:* NA

- Is supplemental generation available such as backup batteries or backup power facilities?

*POU Response:* Yes.

- Are the majority installed by the customers themselves or the utility?

*POU Response:* Battery storage is mostly installed by the customer.

- Can the utility open and close taps? Can the utility back-feed?

*POU Response:* NA

- Are there wildfire related circumstances wherein either of these tactics would be useful?

*POU Response:* With MVU's distribution system completely underground neither of these tactics have bearing or impact on wildfire mitigation.

- Can the utility sectionalize in a localized fashion?

*POU Response:* Yes.

**WSAB Recommendation #8:** Describe annual visual patrols on potentially impacted circuits and the risks the POU is inspecting for. Describe whether and how system inspections lead to system improvements. Describe line patrols before, during, and/or after a critical fire weather event, such as a Red Flag Warning with strong winds, or following a fire that burned in areas where electric facilities are or could have been impacted.

*POU Response:* MVU meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and 174. Pursuant to these rules, utilities inspect electric facilities in the High Fire Threat District more frequently than the other areas of its service territory. As

described above, MVU currently does not have any overhead power lines located within or near the High-Fire Threat District within the CPUC's Fire Threat Map. However, MVU staff uses their knowledge of the specific environmental and geographical conditions of MVU's service territory to determine if any particular areas require more frequent inspections.

If MVU staff discovers a facility in need of repair that is owned by an entity other than MVU, MVU will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly.

MVU has conducted an analysis of all circuits to identify essential facilities and prioritize the deployment of back-up power facilities. Grant funding is also being sought to install back-up generation at additional strategic facilities throughout the service territory. MVU is fully capable of sectionalizing any outage to mitigate the number of customers impacted. This mitigation technique will also be employed during PSPS events to reduce any service interruptions to MVU customers. MVU will explore the possibility of back feeding the distribution system with customer owned battery storage systems.

MVU's Utility Maintenance Management System (UMMS) is used to collect all data subject to GO165. The UMMS prepares monthly inspection and maintenance reports for all electric distribution facilities. Maintenance history for each piece of equipment is archived in the UMMS. Additionally, MVU's substation inspection and maintenance program complies with GO 174 guidelines as well as manufacturer specifications, standards, and recommendations. MVU performs monthly inspections of all substation components including recording and analysis of all alarms, fluid levels, meters, and Load Tap Changer settings.

Although MVU does not fall under the jurisdiction of the California Public Utilities Commission (CPUC), MVU has cooperated with the CPUC's Utilities Safety and Reliability Branch and their requests for periodic audits. The audit in October 2008 noted no GO 95 infractions, and identified two GO 128 infractions to MVU Pad Mounted Electric structures. Repairs were made to correct the violation the day they were identified by the CPUC. Again, in March of 2013 the CPUC audit identified three vegetation obstructions that were immediately corrected in the field as they were identified. No additional infractions have been identified by the CPUC.

**WSAB Recommendation #9:** Describe options considered by POU (including through the joint efforts of the POU associations) to identify previously unidentified risks that could lead to catastrophic wildfires.

**POU Response:** The California Municipal Utilities Association (CMUA) will be holding a special meeting of its Wildfire Preparedness, Response, and Recovery Working Group this fall, which will be focused on risk drivers for power-line caused catastrophic wildfires and innovative mitigation options. CMUA plans to invite a broad range of utility staff, state agency staff (including the WSAB), industry experts, and academics to participate in this discussion. As part of this meeting, the working group will discuss unidentified wildfire risk drivers and mitigation measures that could address these risks. Based on the input provided during this meeting, CMUA will produce a publicly-available, post-meeting report that summarizes the group’s conclusions and recommendations. MVU’s staff will participate in CMUA’s meeting and will discuss any changes that MVU has made to its operations in response to the conclusions and recommendations of the working group in a future WMP.

D. Risk Assessment

**WSAB Recommendation #10:** Describe the particular wildfire risks associated with system design and construction such as topography and location near the HFTD areas of another utility’s service territory. Describe any G.O. 95 exempt assets and possible updates to G.O. 95 that could facilitate more resilient utility transmission and distribution assets.

**POU Response:** MVU’s assessment of wildfire risks is discussed in Section 5 of MVU’s WMP. The following provides responses to specific questions included in the WSAB’s 2021 WSAB Guidance Advisory Opinion:

- Are there design or construction issues related to the utility’s specific topography or geographic location that the Board should be aware of?

*POU Response:* No.

- How will the utility address risks associated with facilities requiring power that abut a Tier 2 or Tier 3 HFTD?

*POU Response:* MVU will continue to underground all system distribution facilities, as well as employ grid-hardening measures where appropriate.

- How does the utility assess its risks associated with system design and construction?

*POU Response:* MVU’s electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. MVU treats CPUC General Orders (GO) 95 and 128 as a key industry standard for design and construction standards for underground electrical facilities. MVU meets or exceeds all standards in GO 95 and 128. Additionally, MVU monitors and follows, as appropriate, the National Electric Safety Code.

- What design and construction standards has the POU implemented that go beyond G.O. 95 or other General Order standards related to design and construction?

*POU Response:* MVU undergrounds all electric distribution facilities.

## E. SITUATIONAL AWARENESS TECHNOLOGY

**WSAB Recommendation #11:** Provide context-setting information about the prevailing wind directions and speeds, differentiated by season, along with average weather conditions by season. Describe how and why situational awareness technology is installed, and where on the system. Describe the decision-making process regarding the installation of situational awareness technology, including constraints such as budgets, availability of equipment, knowledge to effectively deploy, or qualified personnel to install and monitor effectively. Identify any other agencies, utilities, or fire professionals that the data from these devices is shared with.

*POU Response:* As a 100% underground utility, MVU does not collect wind/weather data. MVU shares service territory with SCE who maintains a robust meteorology division. Relevant weather data should be sourced from SCE.

## F. VEGETATION MANAGEMENT

**WSAB Recommendation #12:** Describe treatment plans for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines.

*POU Response:* MVU's vegetation management program is discussed in Section 6 of MVU's WMP.

MVU staff, in partnership with its maintenance and operations provider, is responsible for electric facility design, maintenance, and inspection, including vegetation management. Although MVU's electrical distribution system is 100% underground, MVU follows best practices to prevent ignition of wildfires from its equipment. These items include:

- MVU performs routine maintenance of all distribution facilities.
- MVU adheres to a seasonal weed abatement and vegetation management schedule to maintain at-risk sites.

- MVU contracts for seasonal weed abatement services. Standard clearances as defined by General Orders 95, 128, 165, and 174, are maintained as part of routine maintenance cycles. All electric distribution facility equipment requiring repair and maintenance are addressed and corrected as they are identified. Annual inspections and maintenances of MVU substation facilities identified no deficiencies for 2020.
- MVU abides by Municipal Code 6.40 to abate trees, shrubs, weeds, and grass at all MVU facilities. Including Landscaping, vegetation, or improved or unimproved property in any of the following conditions: containing weeds, dry grasses, dead trees, dead shrubs, or any other material which bears seeds of a wingy or downy nature or which by reason of their size, manner of growth or location, constitute a fire hazard or a threat to public health, or containing weeds, vegetation, grasses, trees or shrubs, including, but not limited to sagebrush, chaparral, and Russian Thistle (tumbleweed) which, when dry, will in reasonable probability constitute a fire hazard or be blown onto adjoining property by prevailing winds; trees and shrubs containing dead or fallen limbs or branches that may present a safety hazard; trees or shrubs which are overgrown or contain limbs or branches that restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public rights-of-way, easements, sidewalks or roadways; overgrown vegetation likely to harbor vermin, insects or rodents of any kind.

**WSAB Recommendation #13:** List the qualifications of any experts relied upon, such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology. Specify the level of expertise of the POU staff that manages the contractors performing vegetation management. Describe measures each POU takes to ensure that POU staff and contractors comply with or verify compliance with Cal/OSHA standards on Minimum Approach Distances (MAD).

**POU Response:** NA

**WSAB Recommendation #14:** Describe whether the POU has considered innovative and alternative approaches to vegetation management.

**POU Response:** NA

## RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
 MORENO VALLEY, CALIFORNIA, TO ADOPT THE  
 ANNUAL WILDFIRE MITIGATION PLAN

WHEREAS, the City of Moreno Valley (the “City”), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, Moreno Valley Utility is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities (“POUs”); and

WHEREAS, Senate Bill (“SB”) 1028 (stats. 2016), adding California Public Utilities Code, Section 8387, requires each POU to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment; and

WHEREAS, SB 901 (stats. 2018), amending California Public Utilities Code Section 8387, requires all POUs to prepare a wildfire mitigation plan before January 1, 2020, and annually thereafter; and

WHEREAS, California Public Utilities Code Section 8387(b)(2) specifies the content that must be included in each POU’s wildfire mitigation plan; and

WHEREAS, California Public Utilities Code Section 8387(c) requires each POU to have a qualified independent evaluator review its wildfire mitigation plan to assess the comprehensiveness of its plan and to issue a report that is made available on the POU’s website and presented at a public meeting; and

WHEREAS, California Public Utilities Code Section 8387(b)(3) requires each POU to present its wildfire mitigation plan at an appropriately noticed public meeting and to verify that its plan complies with all applicable rules, regulations, and standards, as appropriate; and

WHEREAS, SB 111 (stats. 2019), adding California Public Utilities Code Section 326.1, established the California Wildfire Safety Advisory Board; and

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 Resolution No. 2022-XX  
 Date Adopted: January 04, 2022

WHEREAS, SB 1054 (stats. 2019), amending California Public Utilities Code Section 8387, requires each POU to submit its wildfire mitigation plan to the California Wildfire Safety Advisory Board by July 1 of each year, starting in the year 2020; and

WHEREAS, pursuant to California Public Utilities Code Section 326.2, the California Wildfire Safety Advisory Board will review each POU’s wildfire mitigation plan and will provide comments and advisory opinions on the content and sufficiency of each plan; and

WHEREAS, Moreno Valley Utility staff prepared a wildfire mitigation plan for calendar year 2022, addressing all statutory criteria; and

WHEREAS, Moreno Valley Utility staff verified that the wildfire mitigation plan complies with all applicable rules, regulations, and standards; and

WHEREAS, Moreno Valley Utility staff will submit its wildfire mitigation plan, adopted today by the City Council of the City of Moreno Valley, California, to the California Wildfire Safety Advisory Board before July 1, 2022.

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

1. The City Council, pursuant to California Public Utilities Code Section 8387, hereby adopts Moreno Valley Utility’s Wildfire Mitigation Plan, attached hereto as Exhibit A (incorporated herein by reference).

APPROVED AND ADOPTED this 4th day of January 2022.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

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Resolution No. 2022-XX  
Date Adopted: January 04, 2022

Attachment: Resolution Wildfire Mitigation Plan 01042022 (2021-158 : APPROVE 2022 WILDFIRE MITIGATION PLAN UPDATE)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachment: Resolution Wildfire Mitigation Plan 01042022 (2021-158 : APPROVE 2022 WILDFIRE MITIGATION PLAN UPDATE)

Resolution No. 2022-XX<sup>3</sup>  
Date Adopted: January 04, 2022



**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. 2022-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2022-XX<sup>4</sup>  
Date Adopted: January 04, 2022

Attachment: Resolution Wildfire Mitigation Plan 01042022 (2021-158 : APPROVE 2022 WILDFIRE MITIGATION PLAN UPDATE)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael Lloyd, Public Works Director/City Engineer

**AGENDA DATE:** January 4, 2022

**TITLE:** APPROVAL OF AGREEMENT WITH INVOICE CLOUD, INC. FOR CUSTOMER PAYMENT PROCESSING SERVICES FOR MORENO VALLEY UTILITY

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve an Agreement with Invoice Cloud, Inc. for customer payment processing services for Moreno Valley Utility, funded by MVU Professional Services (Fund 6010); and
2. Authorize the City Manager to execute the Agreement subject to approval by the City Attorney.

### **SUMMARY**

In order to comply with State mandates for solar, electric vehicle readiness, and energy efficiency as described in the State's Building Codes and to allow MVU to bill complex rate schedules accurately and timely, installation of smart meters and the associated meter data collector system, customer care, billing, and meter data management system is needed. This report recommends the replacement of an existing agreement providing customer payment processing services for MVU customers with an agreement at generally the same cost that enhances customer service while streamlining MVU operations.

### **DISCUSSION**

The City Council previously approved agreements with Enterprise Solutions Consulting (ESC) and Oracle Utilities Customer Cloud Service for the implementation of a Customer Information System (CIS) and Meter Data Management System (MDMS). The CIS/MDMS serves as part of the foundation to enhancing customer service by

providing a variety of customer-facing opportunities with valuable information to help customers more easily manage their electricity usage and save money on their bill. Some of the customer benefits include the following:

- Customers will be kept informed by proactive communication through email, text, interactive voice response (IVR), or push notifications.
- Customers will have a choice and control over how, when, and where they receive alerts and other notifications.
- Routine tasks will be automated, improving customer service reliability, predictability, and consistency.
- Interactions can be personalized to address customer-specific needs.
- Customers will be able to see their electricity usage online on an hourly basis.
- Customers will be able to track, compare, and understand their energy usage and time-of-use rates.
- Customer questions and issues will be resolved more quickly as contact center staff will have complete and immediate access to customer account information in one spot.
- Automated processes will increase reliability and provide more accurate and timely information to prepare customer bills.

Invoice Cloud, Inc. will give MVU the ability to enhance the customer experience with a more modern payment platform that is always up-to-date and allows customers to not only pay online and by phone, but also by text. Customers will also be able to make one-click payments through email, text, or calendar reminders. There will be no charge for integration with MVU's customer portal and Customer Information System, and the proposed payment processing fees are roughly equivalent to fees paid to the current vendor.

### **ALTERNATIVES**

1. Recommend approval of the Recommendations in the staff report. *Staff recommends the approval of this agreement as it will result in several customer benefits and help set up the utility for long-term success as the utility grows and evolves to keep up with changes in the industry.*
2. Do not recommend approval of the Recommendations in the staff report. *Staff does not recommend this alternative, as it would restrict the City's utility in its ability to offer enhanced customer service as the utility grows and evolves.*

### **FISCAL IMPACT**

The annual charges under the current vendor for payment processing are approximately \$80,000 per year, and are expected to remain approximately the same with Invoice Cloud, Inc. Funds are budgeted under Professional Services, Other – account number 6010-70-80-45510-620299 and there is no impact to the General Fund.

### **NOTIFICATION**

Publication of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

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

**CITY COUNCIL GOALS**

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2022 expiration of the ENCO Utility Systems agreement.

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Invoice Cloud Biller Agreement - Moreno Valley (Clean Final 12-27-21)
- 2. Moreno Valley CA BOF 12-28-2021

**APPROVALS**

Budget Officer Approval	<u>      ✓ Approved      </u>	12/28/21 2:22 PM
City Attorney Approval	<u>      ✓ Approved      </u>	
City Manager Approval	<u>      ✓ Approved      </u>	12/28/21 2:28 PM

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, subject to Biller's approval at its sole and absolute discretion, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Biller's approval of such applications and agreements shall not be unreasonably withheld, however, should the terms of such applications or agreements be unacceptable to Biller, the parties will collaborate to negotiate acceptable terms. If acceptable terms cannot be agreed upon within thirty (30) days of the commencement of such negotiations, Biller may immediately terminate the services of Invoice Cloud. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Invoice Cloud in connection with the performance of this Agreement shall be held confidential by Invoice Cloud. Such materials shall not, without prior written consent of the Biller, be used by Invoice Cloud for any purposes other than the performance of the Service under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement; provided, however, nothing herein shall be interpreted to prevent Invoice Cloud from disclosing such information as may be required by applicable law or by a court or agency of competent jurisdiction. Nothing furnished to Invoice Cloud which is otherwise known to Invoice Cloud or is generally known, or has become known absent breach of this Agreement, to the related industry shall be deemed confidential. Moreover, Invoice Cloud shall not use Biller's insignia or photographs relating to the project for which the services hereunder are rendered, or any publicity pertaining to such services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Biller.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the

specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law, including, without limitation, the California Public Records Act. In the event that records required to be disclosed by Biller under applicable public records law contain Invoice Cloud's Confidential Information or trade secrets, Biller shall afford Invoice Cloud a reasonable opportunity to seek protective legal treatment for such Confidential Information or trade secrets as necessary prior to the disclosure of the requested records.

**5. Billing.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its reasonable discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 90 days of the later of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 5%, provided, however, that such increase may not apply prior to three (3) years from the Effective Date and may not occur more than once per Renewal Term.

**6. Term and Termination.** The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue until December 31, 2024 ("Initial Term"). The term will automatically renew for two (2) successive one (1) year terms, unless either party provides notice of intent to not renew at least thirty (30) calendar days prior to the expiration of the then-current term (each, a "Renewal Term"). The Term shall consist of the Initial Term and any subsequent Renewal Term. This Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Biller may terminate this Agreement without cause upon thirty (30) days written notice of termination, except during the Initial Term. Upon termination of this Agreement, Biller shall remain liable for all fees and charges incurred for (i) transactions processed through the Service up to the effective date of termination, (ii) any periodic or recurring fees owed through the end of the calendar month following the effective date of termination, and (iii) any other services performed by Invoice Cloud up to the effective date of termination, provided such services are performed to the reasonable satisfaction of Biller. Upon termination or expiration of this Agreement, Biller agrees that Invoice Cloud may invoice Biller for such unpaid fees. For purposes of this section, the City Manager shall have authority to take action on behalf of Biller. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement and grant the license(s) referenced herein. Invoice Cloud further warrants that the Service provided by Invoice Cloud does not contain any libelous material; *provided, however*, Invoice Cloud makes no warranty or representation with respect to any materials or portion of the Service which Invoice Cloud does not provide or is otherwise not in control of. By way of example, Invoice Cloud shall not be held liable under this provision for any data, content or materials provided by Biller or any other Invoice Cloud customer. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to any deficiencies in the Transaction Data, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing

systems. Invoice Cloud hereby represents and warrants that it will use industry standard anti-virus software to prevent the introduction and/or spread of any viruses or other malicious code by the Services.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, WHERE SUCH DELAYS ARE BEYOND THE REASONABLE CONTROL OF INVOICE CLOUD, ITS LICENSORS AND PAYMENT PROCESSORS. Invoice Cloud's service may be subject to commercially reasonable limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice Cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems beyond their reasonable control, and any excuse from performance shall be limited only to those delays, delivery failures or other problems that are beyond Invoice Cloud's reasonable control; and provided Invoice Cloud promptly provides notice to Biller of such delay and its continuation thereof.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts under Biller's control or resulting from Biller's negligence or willful misconduct, and shall abide by all applicable laws, and regulations in connection with Biller's use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such applicable law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

**10. Indemnification.** Invoice Cloud shall indemnify, defend and hold Biller, its officials, officers, employees, attorneys, and agents, harmless from any claims, actions, demands, losses, injuries, liabilities (direct or indirect), and damages (including, without limitation, Biller's costs, expenses and reasonable attorneys' fees) (collective, "Claims") arising out of: (i) Invoice Cloud's alleged gross negligence, recklessness, or willful misconduct; (ii) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; (iii) Invoice Cloud's total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data); or (iv) the Services' infringement or misappropriation of a patent, trademark, copyright, trade secret, or other intellectual property right of a third party. Invoice Cloud shall not be obligated to indemnify Biller hereunder where such Claim or complaint is preponderantly attributable to the negligence or willful misconduct of Biller, its officers, agents, or employees.

## 11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also

charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

**12. Limitation of Liability.** EXCEPT FOR INDEMNITY OBLIGATIONS UNDER SECTION 10, SUBCLAUSE (iv) ABOVE, INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**13. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**14. Notice.** Either party shall give notice by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post)

**15. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party’s consent to (i) a parent or subsidiary, (ii) an acquirer of substantially all assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

**16. Insurance.**

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate, for bodily injury, personal injury and property damage. Invoice Cloud shall provide insurance on an occurrence, not claims-made basis.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Commercial automobile liability insurance covering bodily injury, personal injury and property damage for all activities of Invoice Cloud arising out of or in connection with the work to be performed under this Agreement, including coverage for hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit per occurrence, and two million dollars (\$2,000,000) in the aggregate. Invoice Cloud represents and warrants it does not own any vehicles. In the event after execution of this Agreement, Invoice Cloud owns vehicles which are used in implementation of the Services, such insurance coverage shall include coverage for owned vehicles, and Invoice Cloud shall provide evidence of such coverage upon request of Biller, to the reasonable satisfaction of Biller.
- d. Professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Invoice Cloud’s Services, whether such Services are performed by Invoice Cloud or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim, and two million dollars (\$2,000,000) in the aggregate.



- e. Cyber Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and an annual aggregate of two million dollars (\$2,000,000). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Invoice Cloud in this Agreement. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties.
- f. General Requirements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A-VII.
  - (1) With respect to Invoice Cloud's Commercial General Liability and Commercial Automobile Liability policies only, such policies shall be considered primary insurance and include the City, its elected or appointed officers, officials, employees, agents and volunteers as additional insureds. Coverage provided to additional insureds shall be provided on a primary basis and any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.
    - a. Certificates of Insurance. Invoice Cloud shall provide certificates of insurance to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Invoice Clod will endeavor to ensure that the most current certification of insurance is on file with the City at all times during the term of this Agreement.
  - (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - (3) Invoice Cloud shall endeavor to provide Biller with thirty (30) days written notice in advance of any cancellation of a policy required hereunder.
- g. Deductibles and Self-Insured Retentions. Invoice Cloud shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and shall also be responsible for payment of any self-insured retentions.
- h. Imposition of Insurance Requirements. Provided the City gives its written consent for any persons other than Invoice Cloud to perform any part of the Services, Invoice Cloud agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Invoice Cloud enters into contracts or whom Invoice Cloud hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum. Invoice Cloud agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.
- i. Failure to Obtain Coverages. Without limiting the generality of the forgoing, Invoice Cloud agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of Services, to the extent such is permissible under this Agreement, Invoice Cloud shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City or its officers, employees, servants, volunteers, agents and independent contractors; and all Services under this Agreement shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to City. Any failure to maintain the required insurance, including insurance required of any subcontractors or others involved in any way with the Services, shall be sufficient cause for City to terminate this Agreement if such failure is not cured by Invoice Cloud within thirty (30) days of receipt of written notification from Biller specifying such failure.
- j. Separate Obligation from Indemnity. The fact that insurance is obtained by Invoice Cloud shall not be deemed to release or diminish the liability of Invoice Cloud, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify and hold the City harmless as set forth in Section 10 above shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Invoice Cloud. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Invoice Cloud, its principals, officers, agents, employees, persons under the supervision of Invoice Cloud, vendors, suppliers, invitees, sub-contractors, or anyone employed directly or indirectly by any of them.
- k. Worker's Compensation Coverage. Invoice Cloud shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with applicable law. In addition, Invoice Cloud shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with applicable law for all of the subcontractor's employees. If any class of employees employed by Invoice Cloud pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Invoice Cloud shall provide adequate insurance for the protection of such employees to the satisfaction of the City. This provision shall not apply if Invoice Cloud has no employees performing work under this Agreement. If Invoice Cloud has no employees for the purposes of this Agreement, Invoice Cloud shall sign and attach the Certificate of Exemption from Worker's Compensation Insurance, attached hereto and incorporated herein by this reference as Exhibit "B."

**Attachment: Invoice Cloud Biller Agreement - Moreno Valley (Clean Final 12-27-21) (5602 : APPROVAL OF AGREEMENT WITH INVOICE CLOUD)**

1. Survival. The requirements set forth in this Section 16 shall survive termination of this Agreement.

**17. Immigration Laws.** Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**18. Beta Products.** In the event that there is any functionality labelled “Beta” on the Biller Order Form, such functionality is provided “AS IS” WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD’S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

**19. General.**

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California. No text or information set forth on any other purchase order, preprinted form or document, and no documentation (including any implementation planning documents) except as specifically referenced or incorporated in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 16, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form (the “Biller T+C”) are attached hereto as Exhibit A and are agreed to by Invoice Cloud and Biller. The terms and conditions and definitions of Exhibit A are incorporated herein and made a part hereof by this reference.

Attachment: Invoice Cloud Biller Agreement - Moreno Valley (Clean Final 12-27-21) (5602 : APPROVAL OF AGREEMENT WITH INVOICE CLOUD)

**EXHIBIT A TO THE BILLER AGREEMENT****BILLER TERMS AND CONDITIONS****1. Definitions.**

The following definitions apply as used in the Agreement and in any Biller Order Form and add on Biller Order Form, now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, the Biller Agreement, any Biller Order Form, add on Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller", "you", or "your" means the Invoice Cloud customer that has executed or agreed to the Biller Agreement, Biller Order Form and Billers Terms and Conditions whether written or submitted online;

"Biller Data" means invoices and bills of the Biller as well as the Content of such invoices and bills;

"Biller Order Form" means the order form referencing the service to be performed by Invoice Cloud and any add on services under any add on Biller Order Form;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals, disputes and other refunds or credits, that Biller previously presented to Invoice Cloud under this Agreement and includes, but is not limited to: (i) failure to issue a refund to a Customer as required; (ii) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules; (iii) a Customer disputes the Transaction or claims that the Transaction is subject to a set-off, defense or counterclaim, or (iv) the Biller Bank Account designated by the Customer for an ACH transaction is invalid, or has insufficient funds to complete a Transaction;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service;

"Customer" shall include customers, payers, taxpayers and users of services of Biller;

"Customer Data" means name, address and contact information of Customers and associated credit card numbers and bank account numbers, excluding any data that Invoice Cloud acquired other than from the Biller or Customers;

"Effective Date" means the date this Agreement is accepted by executing a Biller Order Form;

"Go Live Date" means the date on which those invoice types listed on the Biller Order Form are publicly available to Customers for online payment;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Integration Components" means software, which integrates the Service with third party software, and any updates or revisions thereto;

"Invoice Cloud" or "we" means Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"IVR" means the software as a service which provides interactive voice and communication response functionality, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound communications;

"Network" is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by Invoice Cloud for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

"Network Fees" means all pass-through costs including interchange, PayPal brand fees, dues, assessment fees, processing fees, and similar fees, assessed by any Network, credit card or payment processors, bank card issuers, payment associations, ACH and check processors;

"Network Liabilities" means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Biller's actions, omissions, Transactions or Chargebacks, including without limitation, Biller's failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

"Order Form" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable Biller Pricing fees and Transactional Fees and Service Fees by Invoice Type (as listed on one or more Invoice Parameter Sheets which are part of the Biller Order Form), the billing period, and other charges, terms and conditions as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement;

"Payment Instrument Transaction(s)" or "Transaction(s)" means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods

and/or services by Biller and/or payment of taxes (either directly or through Invoice Cloud). "Payment Instrument Transaction(s)" or "Transaction(s)" may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules or card association rules which is submitted to a processor to initiate or evidence a Transaction;

"Payment Processing Agreements" means the payment and card processing agreements and merchant agreements which Invoice Cloud has directed the Biller to enter into to enable Invoice Cloud to provide the Service;

"Payment Methods" means credit and debit cards, ACH, EFT and Check 21 transactions, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, PayPal, Venmo, Apple Pay, Google Pay, credit instruments including PayPal Credit and PayPal Pay in 4, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts that are used for Payment Instrument Transactions and listed on the Biller Order Form. From time to time Invoice Cloud may offer Biller new Payment Methods, and, in such event, Invoice Cloud will provide Biller with notice by email disclosing the pricing under which the added Payment Methods are made available. Biller will have at least thirty (30) days after the date of the notice to opt-out of the additional Payment Methods in the manner provided in the notice. If Biller does not opt-out in such time frame, then on introduction of the additional Payment Methods, Biller will be bound by the additional terms as disclosed in the notice, and the Biller Order Form will be deemed amended to reflect the changes;

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement;

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by Invoice Cloud, accessible via [www.invoicecloud.com](http://www.invoicecloud.com) or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by Invoice Cloud, to which Biller is being granted access under this Agreement.

## 2. Biller's Responsibilities.

- (a) Biller shall abide by all applicable card association rules, NACHA rules and Payment Processing Agreements, in connection with Biller's and/or its customers' use of the Service. Biller shall not: (i) impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.
- (b) Biller must designate on the Biller Order Form (and/or subsequent to execution of the Biller Order Form as requested by Invoice Cloud), at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including, but not limited to Network Fees and Network liabilities, associated with the Service or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Biller Order Form shall be collectively referred to herein as the "Biller Bank Account"). You authorize Invoice Cloud to instruct its processors to initiate electronic credit entries, debit entries, and adjustments to a Biller Bank Account for amounts due to or from you in connection with this Agreement. Invoice Cloud will not be liable for any delays in receipt of funds or errors in Biller Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.
- (c) The dollar amount payable to Biller for Biller's Transactions will be equal to the amount submitted by Biller in connection with your sale Transactions, minus the sum of amounts due from Biller or debited from a Biller Bank Account, including Chargebacks, Network Fees, Network Liabilities, other fees and charges referenced on the Biller Order Form and all applicable charges and adjustments. If, however, Invoice Cloud or the processor fails to withhold Chargebacks, Network Fees or other charges or amounts due from the proceeds payable to a Biller Bank Account (including where such proceeds are insufficient to cover such obligations), or if a Biller Bank Account does not have a sufficient balance to pay amounts due from Biller under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment from Biller for such amounts; (ii) debit the Biller Bank Account for the amount of the negative balance; (iii) reduce future settlement payments by the amount owed, (iv) withhold settlement payments to the Biller Bank Account until all amounts are paid, (v) delay presentation of refunds until a payment is made to Invoice Cloud of a sufficient amount to cover the negative balance; and (vi) pursue any remedies we may have at law or in equity.
- (d) To enable Invoice Cloud to process transactions for the Biller, Biller authorizes and directs Invoice Cloud, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Payment Instrument Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Biller in accordance with instructions provided to the payment processor by Invoice Cloud, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Biller has entered into; (2) that outstanding sums due and owing to Invoice Cloud, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Biller Bank Account for such purpose on a daily or monthly basis at Invoice Cloud's sole discretion. Biller shall maintain sufficient funds in the Biller Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Biller Bank Account, are grounds for an increase in fees, suspension of the Service, and/or termination of this Agreement.
- (e) Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank, and/or other related circumstances. Biller agrees to provide Invoice Cloud with timely, complete, and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.
- (f) Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference at <http://www.invoicecloud.com/privacy.html>. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.
- (g) As to all Transactions that Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

- (1) The Transactions represent payment or refund of payment, for a bona fide transaction.
- (2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate.
- (3) The Transactions do not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer.
- (4) The Transactions are free from any material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- (6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.
- (7) Biller has made no representation or agreement for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
- (8) Any Transaction submitted to Invoice Cloud to credit a Customer's account represents a valid refund or adjustment to a Transaction previously submitted to Invoice Cloud.
- (9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction is in any manner impaired. The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with this Agreement and any applicable agreements.
- (10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, a Transaction record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.
- (11) Biller has not submitted any Transaction that it knows or should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

(h) Communications with Customers and Biller Website.

Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller's Customers by using data Biller has provided or made accessible to Invoice Cloud or any of its affiliates, solely for the purposes of: (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Service including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Service. Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller's name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Service and performing their obligations under this Agreement. Biller represents and warrants it has all necessary rights, permissions, and licenses to grant and provide to Invoice Cloud and its service providers the license, rights, and permissions described in this Section and will comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the "Service" under the Biller Agreement.

(i) American Express Compliance only.

- (1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).
- (2) Processing Restrictions. Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
- (3) Third Party Beneficiary Rights.
  - Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Biller Agreement and subsequent addenda (collectively the "Agreement") between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
  - Biller agrees and warrants that it does not hold third party beneficiary rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.
- (4) American Express Limitation of Liability. BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

**3. Chargebacks, Fees, Reserve Account, Etc.** If Biller incurs excessive Chargebacks, in Invoice Cloud's sole determination, or otherwise fails to pay fees or charges, or there are insufficient funds for Invoice Cloud to debit amounts for which Biller is responsible hereunder, in addition to other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by Invoice Cloud, or (iv) terminate the Agreement. Biller shall be responsible to Invoice Cloud for and shall promptly pay to Invoice Cloud such charges required to be paid by Biller; and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services

organization.

To the extent permitted by applicable law, Biller shall indemnify, defend, and hold Invoice Cloud, its licensors and Invoice Cloud's subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) any charge against any reserves required by payment or credit card processors; (ii) Chargebacks, Network Fees and insufficiency of funds in any Biller Bank Account, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's users or Customers of this Agreement including without limitation incomplete or inaccurate Transactions; (v) Biller's violation of any third party payment and credit card processing agreement and merchant agreement, or (vi) relating directly or indirectly to Biller's or its authorized users' use of the Service. Biller represents and warrants that the Biller Bank Account(s) will contain sufficient funds to cover any estimated financial exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

**4. [Intentionally Omitted]**

**5. Encrypted Card Readers (Applicable where Card Readers as designated on the Biller Order Form).**

Encrypted Card Readers (or Card Readers as described in the Biller Order Form) are provided to the Biller for their use under license fees provided in the Biller Order Form. Invoice Cloud provides to Biller all products on a license basis. Biller will be fully responsible for all products including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with "products" or "device" in this Section 5 referring to the encrypted card readers):

a. Invoice Cloud and the manufacturer warrants that the products provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should a product fail to conform to applicable manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's, Reseller's, or any other third party's negligence, or non-manufacturer modification of the product. Invoice Cloud reserves the right to examine the alleged defective product to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Invoice Cloud and the product manufacturer specifically disclaim any liability or warranty for any product resold in other than manufacturer's original packages, and for products modified, altered, repaired, maintained, or treated by Biller, its customers, and/or any third party. Service on a defective product may be obtained by delivering the product during the warranty period as instructed by Invoice Cloud.

b. The following is the repair and replacement policy for a defective product:

Replacement Requests – Biller shall promptly notify Invoice Cloud that the device is not working, via email, phone call or help desk ticket. Invoice Cloud will update and/or open a new help desk ticket for the product swap replacement request. Biller must provide the serial number of the device that is not working.

Replacement device will be shipped to the Biller as noted on the help desk ticket issued by Invoice Cloud.

Shipping Method: Replacement devices will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the device sent via overnight shipping there is an additional cost of \$35.00 per device.

Biller has 14 business days to return a device that is not working to an address specified by Invoice Cloud on the return help desk ticket, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to Biller.

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time card reader service services may not be provided. Biller further understands and agrees that from time to time card reader service services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of any services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonable prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

c. EXCEPT AS PROVIDED IN THIS SECTION 5, INVOICE CLOUD AND THE DEVICE MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD AND THE DEVICE MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL PRODUCTS AND DEVICES ARE OFFERED AND PROVIDED ON AN "AS IS" BASIS.

d. Responsibilities of Biller. Biller is responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, (ii) confidentiality of each End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and the manufacturer will have no liability therefore (provided that the manufacturer will use Biller Information only for purposes of this Agreement). Biller is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Biller Data, (iii) protecting the confidentiality of any information stored on

Billers' servers, and (iv) using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

e. **Network Security.** Biller shall be solely responsible for ensuring that authorized Biller employees and contractors are not security risks. Upon Invoice Cloud's request, Biller will promptly provide Invoice Cloud with any information reasonably necessary for Invoice Cloud to evaluate security issues and/or concerns relating to any authorized Biller employee and/or contractor. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.

f. Biller shall provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, nor allow any Third Party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the devices without Invoice Cloud's express written consent. Any change of the location of any device may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which devices was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use each device at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the device except by the ordinary wear and tear of such device. In the event of damage to any device, Biller shall notify Invoice Cloud who shall replace or repair the device at Biller's expense.

g. Devices and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the devices. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to any device until and unless such device is purchased, and full payment is made as herein provided. If Biller sells, assigns, pledges, or attempts to sell or assign devices or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of the devices where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of any device(s) or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall promptly reimburse Invoice Cloud for all expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees.

#### 6. **Kiosks (applicable where kiosks that are provided by Invoice Cloud as designated on the Biller Order Form).**

Kiosks (as described in the Biller Order Form) are provided to Biller for use by Invoice Cloud under a license fee provided in the Biller Order Form. Invoice Cloud provides to Biller the products (as defined below) on a license basis. Biller will be fully responsible for all kiosks including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides kiosks, the following additional terms apply (with "Products" and "kiosks" in this Section 6 referring to the kiosks and any firmware and software and applicable documentation included with the kiosks and/or Product, as the same may be upgraded, modified, and enhanced from time to time):

a. **License.** Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use the Products for its Customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes, without limitation, the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and staging of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the kiosk manufacturer. Any and all intellectual property rights to the Products shall belong solely to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, delivered Products shall not be (a) copied, distributed, modified, translated, adapted or altered, in part or in whole, in any way or (b) decompiled, disassembled or reverse engineered or unbundled from any product nor may Biller seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained therein. In addition, Biller may not produce, copy, alter, or modify any of the Products or Product packaging or labeling, or combine Products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not erase, remove, cover, deface, obscure, or alter any copyright, trademark, or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to either the Products or any other technical or promotional material related to the Products.

b. **Manufacturer Limited Warranty.** Where Invoice Cloud provides kiosks to Biller (as opposed to Biller contracting directly with a third party for the provision of a kiosk), the manufacturer warrants that the Products provided pursuant to this Agreement will materially perform in accordance with the manufacturer's published specifications. Warranty service is detailed in Section 6(d) below. Should the Product fail to conform to manufacturer's specifications, repair parts and replacement Products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the Product resulting from accident, disaster, unreasonable use, misuse, abuse, the negligence of Biller or any third party, or non-manufacturer modification of the Product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective Product to determine whether the warranty is applicable. **THE PRODUCTS FROM INVOICE CLOUD ARE PROVIDED STRICTLY "AS IS" AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR DEALING.**

c. **Term and Effect of Termination.** Minimum fee charges as provided in the Biller Order Form shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosk is operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement or any order relating to kiosks for the Biller's convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts that would have been due to Invoice Cloud through the end of the later of the term referenced in the Biller Agreement or the term of the kiosks referenced in the Biller Order Form, notwithstanding the termination, based on the minimum transaction fees on the Biller Order Form times the number of months remaining in the term in the Biller Order Form immediately prior to the effective date of termination, (c) all amounts due from Biller to the manufacturer for services or parts procured, and (d) any committed and non-cancellable amounts for equipment, Products or kiosks, purchased by Invoice Cloud as a result of Biller's order of kiosks.

d. **Warranty Service.** Service may be obtained as follows under the Advanced Exchange and Field Service Warranty from

Kiosk.com:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician site visit expense to implement the replacement part swap.

**Expectations surrounding the scope of the Kiosk.com Advanced Exchange & Field Service Warranty are as follows:**

**i. Advanced Exchange & Field Service Description**

- **Phone and Warranty Parts Shipment Support.** In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.
- If replacement part and/or Field Service Technician is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the Kiosk.com Field Technician Visit to arrive (typically within 24 hours of call receipt).
- Service will be provided pursuant to service level provided in the SLA addendum at [www.invoicecloud.net/sla](http://www.invoicecloud.net/sla)
- No charge for replacement components to the extent warranted hereunder and subject to the terms and conditions herein.
- Kiosk.com covers inbound and outbound shipping costs for failed/replacement parts except as provided herein. The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label with each replacement component. When the Biller receives the replacement, the failed part is then returned with the Kiosk.com pre-paid label.

**ii. Exchange Warranty – Out of Scope Items**

- The warranty and support commitments include the original kiosk enclosure and all components as shipped from the manufacturer's factory but does not include consigned components, any Biller or customer software application, network connectivity service, custom modifications, or changes made to the system, cleaning, installation, or repositioning of any system.
- Returned parts with No Defect Found (following the manufacturer failure analysis) will be billed back to the Biller. No Defect Found fees include reversal of any component credit, any applicable shipping and handling fees, and an hourly RMA diagnostic fee of \$125 /hour.
- The most common source of No Defect Found parts is component maintenance and cleaning neglect in the field. Biller is responsible for keeping each kiosk clean through occasional wiping down with damp cloth, dusting, etc.
- Warranty does not include any customer application software, drivers, or special interface equipment and configuration unless specifically noted in the purchase contract.
- The warranty does not apply to expendable items (i.e., normal wear and tear of external graphics, etc.). Paint damage due to normal wear and tear is not covered under this warranty. Paint damage resulting from manufacturing defects will be covered by this warranty.
- Damage caused by cleaning, neglect, vandalism, physical abuse, or environmental acts of God are not covered under this warranty.

**iii. Additional Exchange & Field Service Warranty Terms and Conditions**

- Warranty service is guaranteed for 30 days for workmanship after the service is complete.
- Replacement components are not guaranteed to be new components and may come from the manufacturer refurbished and tested stock (at the discretion of the manufacturer).
- The three-year warranty on part defects is not extended if replacement parts are provided in a maintenance action.
- This warranty is voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by Biller, a Customer or any other third party, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Invoice Cloud or manufacturer, or for which Invoice Cloud or the manufacturer is not responsible, or any modifications or changes to components or to the kiosk without Invoice Cloud's written approval.
- Requests for optional Hourly Field Service Technician service calls must be received by 1:00 pm MST, Monday through Friday (except national holidays), to be eligible for the next business day site arrival (24-hour) service metric. Technician request calls received after 1:00 pm MST will be scheduled on the following business day. Field service charge is \$175 /hour.
- Biller will provide onsite contacts for each location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
- Keys must be on-site and available prior to the dispatch of a Field Technician.
- Payment of out-of-scope service fees is due upon invoice. Invoice Cloud reserves the right to suspend service and support until delinquent account payments are settled in full. Invoice Cloud and the manufacturer shall use reasonable efforts to provide the kiosks in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud or the manufacturer to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of products, equipment or services provided to manufacturer by third parties (e.g. public or private telecommunications services or internet nodes or facilities, overall internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not



be provided. Furthermore, Biller understands and agrees that the provisions of services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, the manufacturer will use commercially reasonable efforts to restore the services in a reasonably prompt fashion. The manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services and modify its software and systems, all of which may result in a change in the manner in which the manufacturer provides the software and systems; provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon, the features and functionality of the product or services.

e. Responsibilities of Biller.

1. Biller will be responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, and (ii) confidentiality of End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and manufacturer will have no liability therefore. Biller is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards, and any other best practice available to protect the confidentiality of Biller Transmitted Information, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

2. Biller shall be solely responsible for ensuring that Biller's employees and contractors are not security risks. Biller will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) Biller's use of the Network Connection is secure and is used only for authorized purposes, and (b) Biller's business records and data are protected against improper access, use, loss, alteration or destruction.

3. Biller shall provide Invoice Cloud or the manufacturer with physical access to the kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to de-install all kiosks, return all kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which kiosks was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, excepted. Biller shall use and ensure that the kiosks are at all times used in a workmanlike manner and in such manner as will not damage or injure the kiosks except by the ordinary wear and tear of such kiosks. In the event of damage to any kiosks, Biller shall promptly notify Invoice Cloud who shall replace or repair the kiosks at Biller's expense.

f. Personal Property of Invoice Cloud. Kiosks and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to kiosks. If Biller sells, assigns or attempts to sell or assign kiosks or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of kiosks where found and remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of kiosks or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such behalf, including reasonable attorney's fees.

7. **Interactive Voice Response Functionality and Outbound Communications ("IVR")**

a. **License.** For and in consideration for the payment of all fees and charges paid to Invoice Cloud, as provided in the Biller Order Form, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller's internal use only.

b. **Indemnification.** Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692-1692p) and will defend and hold Invoice Cloud and its licensor harmless from and against any and all claims and will indemnify Invoice Cloud and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney's fees and expenses as a result of any act by Biller. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller from and against any and all costs and claims, including reasonable attorney's fees as a result of any third party intellectual property rights infringement claim against Invoice Cloud or its licensor.

c. **Legal Compliance.** Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Although neither Invoice Cloud nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.

d. **No Warranty.** NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by Invoice Cloud or any licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and shall not hold Invoice Cloud or any licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor licensor is responsible for any poor result as a result of judgments and choices made by Biller in using any IVR service.

8. **Incorporation by Reference into Agreement, Modification.** These Biller Terms and Conditions are incorporated by reference into the Agreement and may be modified by Invoice Cloud as a result of changes in applicable law, regulatory requirements, PCI-DSS requirements, card Biller Terms and Conditions v5.1.2

network rules, ACH requirements or card association or payment processor requirements.

**9. California Consumer Privacy Act of 2018**

All capitalized terms used in this Section 9, not otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General (“CCPA”). Regardless of Biller’s status as a Business, Invoice Cloud is a “Service Provider” pursuant to CCPA. Invoice Cloud’s obligations as a Service Provider include:

- a. Invoice Cloud will not Sell Personal Information.
- b. Invoice Cloud will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in the Agreement, or as otherwise permitted by CCPA.
- c. Invoice Cloud will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Service.
- d. Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
- e. Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.
- f. Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer’s request directed by the Biller if it is necessary to maintain such information in accordance with Cal. Civ. Code §1798.105(d). Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.105(d) and Invoice Cloud shall not use the Personal Information retained for any other purpose than provided for by the exception or as otherwise permitted by CCPA.
- g. Invoice Cloud certifies it understands the prohibitions in this Section 8 and will comply with them.
- h. If Invoice Cloud, in its sole discretion, uses a Service Provider to provide the Service, Invoice Cloud will enter into written agreements with such Service Providers requiring the Service Provider abide by terms substantially similar to this Section 9.

**EXHIBIT "B" TO THE BILLER AGREEMENT**

**CERTIFICATE OF EXEMPTION  
FROM WORKERS' COMPENSATION INSURANCE**

I certify that, in the performance of the work to be performed by Invoice Cloud, Inc., for the City of Moreno Valley, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of the California Labor Code, I shall forthwith comply with those provisions.

Robert S. Autor

Date: December 28th, 2021

Attachment: Invoice Cloud Biller Agreement - Moreno Valley (Clean Final 12-27-21) (5602 : APPROVAL OF AGREEMENT WITH INVOICE CLOUD)

SALES INFORMATION			
IC Sales Rep	Tim Fugger	Vertical	Utility
Order Date	12/14/2021	Billing Software	Oracle - CC&B

BILLER INFORMATION					
Ownership Type	Government	Phone	951.413.3000	Fax	
Legal Name	City of Moreno Valley	Website URL	http://www.moval.org/mvu/about-mvu.html		
Address 1	14177 Frederick Street	Bus. Open Date	1984		
Address 2		Federal Tax ID	33-0076484		
City	Moreno Valley	<i>*Federal Tax ID and Legal Name must match on all documents</i>			
State	CA	ZIP	92552		

BILLER CONTACT			
Primary Contact Name	Mike Lee		
Phone	951-413-3500		
Email Address	mikel@moval.org		

SIGNING AUTHORITY			
Name	Mike Lee	Title	City Manager
Phone	951-413-3500	Fax	
Email Address	mikel@moval.org		

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)			
<b>Note: Must include voided business check or bank letter for each unique account</b>			
Billing Method	Monthly Invoice		
Routing #	121000248	Last 4 Acct #	7830

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Billor Portal Access Fee	Monthly	Fixed (\$)	\$995.00
Invoicing - Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.35
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00
Invoicing - Outbound Campaigns - Monthly (Email/Text/Call)	Monthly	Fixed (\$)	\$250.00
Invoicing - Outbound Campaigns - Text	Per Transaction	Fixed (\$)	\$0.10
Invoicing - Outbound Campaigns - Call	Per Transaction	Fixed (\$)	\$0.10
Invoicing - Outbound Campaigns - Email	Per Transaction	Fixed (\$)	\$0.10
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10

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**HARDWARE**

Card Reader Type		Quantity		Cost per Reader	
Card Reader				Billing Interval	
Shipping Address (if different than location address)					

**DATA RETENTION**

Months to Keep	24	*Additional Fees apply if greater than 24 months
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**IMPLEMENTATION CHARGES**

Description	Interval	Cost
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)

**NOTES/SPECIAL HANDLING**

The \$250 monthly fee for Outbound Campaigns is a monthly minimum that includes 2,500 outbound messages. Moreno Valley will only be charged the \$.10 / transaction for email/text/phone Outbound Campaign services after they have used their first 2,500 messages.

[signature page follows]

Attachment: Moreno Valley CA BOF 12-28-2021 (5602 : APPROVAL OF AGREEMENT WITH INVOICE CLOUD)

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Mike Lee

Printed Name

City Manager

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Robert S. Autor

Printed Name

Chief Operating Officer

Title

Attachment: Moreno Valley CA BOF 12-28-2021 (5602 : APPROVAL OF AGREEMENT WITH INVOICE CLOUD)

**BILLER ORDER FORM  
INVOICE TYPE PARAMETER SHEET**

*Invoice Type Parameters must be completed for each invoice type*

Invoice Type	Utility	Pricing Model	Non-Submitter
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**CURRENT BILLING DETAILS**

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7500	7500	7500	7500	7500	7500	7500	7500	7500	7500	7500	7500

Avg CC Transaction \$	172.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	7500
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**PRODUCTS AND SERVICES**

Products and Services	[EBPP] [IVR] [Outbound Campaigns]
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**TRANSACTIONAL PRICING (Paid by Biller)**

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	.95%	\$0.20		Yes
All Payment Sources	ACH/EFT		\$0.95		No
IVR	All Payment Methods		\$0.95		No

**TRANSACTIONAL PRICING EXCEPTIONS**

**SERVICE FEES (Paid by Payer)**

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit			\$2500.00	
All Payment Sources	ACH/EFT			\$125000.00	

**SERVICE FEE EXCEPTIONS**

**BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)**

*Note: must include voided business check or bank letter for each unique account*

Routing #	121000248	Last 4 Acct #	7830
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**NOTES / SPECIAL HANDLING**

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Attachment: Moreno Valley CA BOF 12-28-2021 (5602 : APPROVAL OF AGREEMENT WITH INVOICE CLOUD)



## Report to City Council

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**TO:**

**FROM:** Michael Lloyd, Public Works Director/City Engineer

**AGENDA DATE:** January 4, 2022

**TITLE:** AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENTS TO TRANSTECH ENGINEERS, INC. AND HR GREEN PACIFIC, INC. FOR TRANSPORTATION PLANNING SERVICES

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### **RECOMMENDED ACTION**

**Recommendations:**

1. Approve the Agreements for Transportation Planning Services with Transtech Engineers, Inc. and HR Green Pacific, Inc., funded by the fee collected from the development plan review ( Fund 1010); and
2. Authorize the City Manager to execute the Agreements with Transtech Engineers, Inc. and HR Green Pacific, Inc., which include executing subsequent Amendments or Extensions to the Agreements, and the authority to authorize associated purchase orders in accordance with the terms of the Agreements, subject to the approval of the City Attorney; and
3. Authorize Purchase Order with Transtech Engineers, Inc. for a not-to-exceed amount of \$150,000 using existing funds already approved in the Public Works Operating Budget; and
4. Authorize Purchase Order with HR Green Pacific, Inc. for a not-to-exceed amount of \$100,000 using existing funds already approved in the Public Works Operating Budget.

### **SUMMARY**

This report recommends approval of the agreements with Transtech Engineers, Inc.



and HR Green Pacific, Inc. for staff support services related to the review of development applications on behalf of the Transportation Engineering Division, under the supervision of that Division's manager. The agreements will allow services to continue through February 2023.

## **DISCUSSION**

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

In December 2021, the Transportation Engineering Division solicited firms to submit proposals for Transportation Planning services, including development review. Transtech Engineers, Inc. and HR Green Pacific, Inc. have been selected on the basis of their qualifications to perform the required work.

The recommended actions will allow Transtech Engineers, Inc. and HR Green Pacific, Inc. to review development applications through February 2023.

## **ALTERNATIVES**

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

## **FISCAL IMPACT**

The proposed agreements include \$250,000 in compensation for review services, which are recovered through fees collected on development applications. Funds are budgeted under Professional Services, Other – account number 1010-70-29-20410-620299 and there is no net impact to the General Fund.

## **NOTIFICATION**

Publication of agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Wei Sun, P.E., PTOE  
City Traffic Engineer

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

**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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Agreement for Professional Consultant Services

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/28/21 5:37 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 5:58 PM

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
FOR TRANSPORTATION PLANNING SERVICES**

This \_\_\_\_\_ Agreement (hereinafter, this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_ ("Effective Date"), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "City," and \_\_\_\_\_, a (California corporation, partnership, sole ownership), hereinafter referred to as "Consultant."

**RECITALS**

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Qualifications) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

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

Attachment: Agreement for Professional Consultant Services (5637 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR TRANSPORTATION PLANNING SERVICES

### DESCRIPTION OF PROJECT

1. The Project is described as to provide Transportation Planning Services.

### SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Qualifications shall take precedence over the Consultant's Proposal.
3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

### PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$ \_\_\_\_\_ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

### TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.
6. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.
7. This Agreement shall be effective from effective date and shall continue in full force and effect date through \_\_\_\_\_, subject to any earlier termination in accordance with this Agreement. The City may extend the services for up to four additional one year contract time extensions upon written agreement signed by both parties. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.
8. (a) The Consultant agrees that the personnel, including the principal Project

## **AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR TRANSPORTATION PLANNING SERVICES**

manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

### **SPECIAL PROVISIONS**

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
FOR TRANSPORTATION PLANNING SERVICES**

and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR TRANSPORTATION PLANNING SERVICES

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District (“CSD”), the Moreno Valley Housing Authority (“Housing Authority”) and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

### 15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
FOR TRANSPORTATION PLANNING SERVICES**

or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be



## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR TRANSPORTATION PLANNING SERVICES

performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR TRANSPORTATION PLANNING SERVICES

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR TRANSPORTATION PLANNING SERVICES

improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
FOR TRANSPORTATION PLANNING SERVICES**

Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR TRANSPORTATION PLANNING SERVICES

in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR TRANSPORTATION PLANNING SERVICES

by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

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

- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
FOR TRANSPORTATION PLANNING SERVICES**

- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
FOR TRANSPORTATION PLANNING SERVICES**

representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE FOLLOWS**



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

City of Moreno Valley

Consultant Name

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

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

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

- Enclosures:
- Exhibit "A" – City Scope of Services
  - Exhibit "B" – Consultant Proposal
  - Exhibit "C" – City Services
  - Exhibit "D" – Terms of Payment
  - Exhibit "E" – Insurance Requirements

Attachment: Agreement for Professional Consultant Services (5637 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT

**EXHIBIT A**

CITY SCOPE OF SERVICES

Attachment: Agreement for Professional Consultant Services (5637 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT

**EXHIBIT B**

CONSULTANT PROPOSAL

Attachment: Agreement for Professional Consultant Services (5637 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT

**EXHIBIT C**CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$\_\_\_\_\_.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. Copies of invoices may be submitted to the Capital Projects Division at [Techinfo-capproj@moval.org](mailto:Techinfo-capproj@moval.org) or call directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

**EXHIBIT E**

**INSURANCE REQUIREMENTS**

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

Attachment: Agreement for Professional Consultant Services (5637 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.



If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michael Lloyd, Public Works Director/City Engineer

**AGENDA DATE:** January 4, 2022

**TITLE:** AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE SIGNING AND STRIPING IMPROVEMENTS ON IRONWOOD AVENUE AND ON KITCHING STREET, PROJECT NOS. 808 0019 AND 808 0020

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award a construction contract to Chrisp Company to provide signing and striping as well as traffic control services, and authorize the City Manager to execute the Agreement with Chrisp Company in the amount of \$103,344.75 (\$89,865.00 bid amount plus a 15% contingency) funded by HSIP grant (Fund 2301); and
2. Authorize the issuance of a Purchase Order to Chrisp Company, the amount of \$103,344.75 (\$89,865.00 bid amount plus a 15% contingency) when the Agreement has been signed by all parties for the signing and striping improvements on Ironwood Ave. and Kitching St.; 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 \$13,479.75, subject to the approval of the City Attorney.

### **SUMMARY**

This report recommends the approval of a contract with Chrisp Company for signing and striping, and traffic control services Ironwood Ave. and Kitching St. The project is fully funded by the Highway Safety Improvement Program (HSIP) Cycle 7 Grant.

### **DISCUSSION**

The City of Moreno Valley was successful in being awarded grant funds from the Highway Safety Improvement Program (HSIP) Cycle 7. The HSIP was established in 2005, by Federal Law as a core Federal-Aid Program to reduce traffic fatalities and serious injuries on public roads. There will be two funds applied, HSIPL-5441(066) and HSIPL-5441(067) for Project 808 0019 Ironwood Ave. and Project 808 0020 Kitching Ave., respectively which will be combined as one project.

The authorization to proceed with construction through the California Department of Transportation’s (Caltrans’) review process was received on October 14, 2016. The execution of the Agreement with Caltrans indicated that the funds can be used and a kick-off meeting with the selected contractor can take place upon selection. The bid process for contractor selection followed protocols and procedures in accordance with Chapter 15 (Advertise and Award Project) as part of the Local Assistance Procedures Manual (LAPM). The procedure included Caltrans approval of the City of Moreno Valley’s construction administration so that it was able to advertise for bids. The bid process is described in further detail in the following paragraphs.

City staff applied to secure funding to conduct road safety audits and implement eligible recommended improvements. As part of this, signing and striping recommendations were made for portions of Ironwood Ave. and Kitching St. The design portion of this project was completed by the consultant Kimley-Horn and Associates, Inc. which provided signing and striping plans prepared in accordance with the City of Moreno Valley and Caltrans standards. Additionally, Kimley-Horn and Associates, Inc. prepared probable construction costs. This was required for the consultant design services for two road safety audits/signing and striping audits. The completed signage and striping plans follows Caltrans procedures.

*Bid Process*

The project was advertised for construction on October 21, 2021, on the City’s PlanetBids online bidding system. After the completion of the advertisement period, followed the contract bid opening. Formal bidding procedures were followed in accordance with the Public Contract Code (PCC). The bidding process closed on November 30, 2021. The type of award is lump sum. The two bids were received as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
1. Chrisp Company	\$89,865.00
2. Superior Pavement Markings, Inc.	\$93,091.00

Staff has reviewed the bid by Chrisp Company and determined that they are the lowest responsible bidder. No outstanding issues were identified through the review of their references.

Staff recommends award of the construction contract to Chrisp Company, and subcontractor, Maneri Traffic Control, Inc. for the bid amount of \$89,865.00 plus a 15% contingency amount (\$13,479.75) for a total not to exceed amount of \$103,344.75. The contingency is added to avoid any construction delays that typically result in contractor change orders and/or any unforeseen circumstances that may occur during construction.

The contractor/subcontractor will supply all the materials, equipment, labor, and appurtenances needed to add, remove, or modify the signing and striping on Ironwood Avenue from approximately 1,200 feet west of Lasselle Street to Nason Street, and on Kitching Street from Alessandro Boulevard to Sunnymead Boulevard. Services include and are not limited to: traffic control, storm and water, and non-storm water pollution control, and installation of signing and striping.

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for the implementation of an important safety project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative would delay the implementation of an important safety project*

**FISCAL IMPACT**

The Cycle 7 HSIP Grant will be used and will provide for reimbursement. This grant will cover 100% of project costs. Staff requests that City Council approve the contract award to cover the contractor and/or subcontractor services for the construction phase of this project.

**AVAILABLE BUDGET**

Road Safety Audit on Ironwood Avenue  
(Account No. 2301-70-76-80008-720199) (Project No.808 0019-2301-99)...\$286,143

Road Safety Audit on Kitching Street  
(Account No. 2301-70-76-80008-720199) (Project No.808 0020-2301-99)...\$112,343

**ESTIMATED COSTS**

Contractor and Subcontractor Services.....	\$89,865.00
15% Contingency.....	\$13,479.75
<b>Total Estimated Costs.....</b>	<b>\$103,344.75</b>

**ANTICIPATED PROJECT SCHEDULE**

Notice to Proceed issued to Contractor.....January 2022

**NOTIFICATION**

Publication of agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Guadalupe Cortes  
Associate Engineer

Department Head Approval:  
Michael Lloyd, PE  
Public Works Director/City Engineer

Modified By:  
Wei Sun, TE, PTOE  
Principal Engineer/City Traffic Engineer

**CITY COUNCIL GOALS**

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

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. Attachment 1 Agreement

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/29/21 8:57 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/29/21 8:59 AM

City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

Agreement No. \_\_\_\_\_

## AGREEMENT

**PROJECT NOS. 808 0019 and 808 0020  
FEDERAL PROJECT NOS. HSIPL-5441(066) and HSIPL-5441(067)  
SIGNING AND STRIPING IMPROVEMENTS ON IRONWOOD AVE AND ON KITCHING ST**

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

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

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

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

Standard Form of Agreement  
00500-1



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

A. None

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

**4. PAYMENT.**

**4.1. Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Eighty Nine Thousand Eight Hundred Sixty Five Dollars (\$89,865.00) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

**5. CONTRACT TIME.**

**A. Initial Notice to Proceed.** After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Ninety (90) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals

- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Submitting and obtaining approval of Traffic Control Plans
- Obtaining a Temporary Use Permit for a construction yard

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

**B. Notice to Proceed with Construction.** After all preconstruction requirements are met in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

## 6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

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

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$1,300.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid

Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

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

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

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

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

## **7. INSURANCE.**

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

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

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

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

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

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

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

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

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 313.3 of the City Special Provisions, maintain and upon Owner’s reasonable request provide evidence of:
  - (a) Contractor’s “net worth” (defined as “total assets” [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the

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prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

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

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

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

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7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

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

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

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

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

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

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

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

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

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

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

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

**9. RECORDS.** The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

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**10. INDEMNIFICATION.**

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

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

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- omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
  - N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
  - O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
  - P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

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

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

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

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

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

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

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

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

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

**(SIGNATURE PAGE FOLLOWS)**

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City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

CITY OF MORENO VALLEY, Municipal Corporation

(Name of Contractor)

BY: \_\_\_\_\_  
Mike Lee, City Manager

License No./  
Classification: \_\_\_\_\_

DATE: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SIGNING INSTRUCTIONS TO THE CONTRACTOR:**

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

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Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

# SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION

#### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

#### DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

#### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

**CONTRACTOR'S BONDS**

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

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Contractor's Bonds  
00600

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Price)**

**PROJECT NOs. 808 0019 and 808 0020  
FEDERAL PROJECT NOs. HSIPL-5441(066) and HSIPL-5441(067)  
SIGNING AND STRIPING IMPROVEMENTS ON IRONWOOD AVE AND ON KITCHING ST**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Chrisp Company**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **City Project Nos. 808 0019 and 808 0020, Federal Project Nos. HSIPL-5441(066) AND HSPIL-5441(067)** and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

**(SIGNATURE PAGE FOLLOWS)**

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

**CONTRACTOR (Principal)**

**SURETY**

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:**

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

Faithful Performance Bond  
00601-2

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

# SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

#### DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

#### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE



City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**LABOR AND MATERIALS PAYMENT BOND  
(100% of Total Contract Amount)**

**PROJECT NOS. 808 0019 and 808 0020  
FEDERAL PROJECT NOS. HSIPL-5441(066) and HSIPL-5441(067)  
SIGNING AND STRIPING IMPROVEMENTS ON IRONWOOD AVE AND ON KITCHING ST**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Chrisp Company**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **City Project Nos. 808 0019 and 808 0020, Federal Project Nos. HSIPL-5441(066) AND HSPIL-5441(067)** and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to

Labor and Materials Payment Bond  
00602-1

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.  
This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR (Principal)

SURETY

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:**

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

Labor and Materials Payment Bond  
00602-2

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

# SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION

#### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

#### DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND  
SIGNATURE PAGE

(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

#### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

**CITY OF MORENO VALLEY  
SUPPLEMENTARY GENERAL CONDITIONS**

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

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use

Supplementary General Conditions  
00603-1

City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

**EXHIBIT 12-G, REQUIRED FEDERAL-AID CONTRACT LANGUAGE, AND FHWA-1273,  
REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS,  
TITLE VI ASSURANCE (US DOT ORDER 1050.2A), AND FEDERAL WAGE DETERMINATION**

**Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE**

City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

**EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE AND FHWA-1273**  
(For Local Assistance Construction Projects)

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

**EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE**  
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.  
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

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  - A. NONDISCRIMINATION STATEMENT ..... 2
  - B. CONTRACT ASSURANCE..... 3
  - C. PROMPT PROGRESS PAYMENT ..... 3
  - D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS ..... 3
  - E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS ..... 4
  - F. COMMITMENT AND UTILIZATION ..... 5
  - G. DBE RUNNING TALLY OF ATTAINMENTS ..... 6
- 2. BID OPENING ..... 6
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- 4. CONTRACT AWARD ..... 6
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Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE



## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

### a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

**b. Contract Assurance**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

**c. Prompt Progress Payment**

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

**d. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**e. Termination and Substitution of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

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The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

**f. Commitment and Utilization**

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

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Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

**g. DBE Running Tally of Attainments**

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

**2. BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

**3. BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

**4. CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

**5. CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

**6. CHANGED CONDITIONS**

**a. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

**b. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

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- writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
  4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**c. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of **80 WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Moreno Valley reimburses sum of \$1300.00 per day, foreach and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

**8. BUY AMERICA**

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

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1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

**9. QUALITY ASSURANCE**

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

**10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS**

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

**11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS**

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

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**REQUIRED CONTRACT  
PROVISIONS FEDERAL-AID  
CONSTRUCTION CONTRACTS**

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**Required Federal-Aid Contract Language**

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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**Required Federal-Aid Contract Language**

**2. EEO Officer:** The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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**8. Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

**1.** The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

**Required Federal-Aid Contract Language**

FHWA-1273 -- Revised May 1, 2012

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

**Required Federal-Aid Contract Language**

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2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

**Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE**

**Required Federal-Aid Contract Language**

**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA	16.1
	Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA	14.3
	Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	24.3
	8120 Stockton, CA CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	26.1
	2840 Fresno, CA	

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	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
181	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	18.2
	Non-SMSA Counties CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**13. TITLE VI ASSURANCES**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

**Required Federal-Aid Contract Language**

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)**

The CONTRACTOR agrees-

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- 3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions  
(to be used when applicable)

**15. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

**Required Federal-Aid Contract Language**

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City of Moreno Valley reimburses:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City of Moreno Valley approval for this submitted information before the prime contractor starts work. The City of Moreno Valley reimburses credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City of Moreno Valley reimburses and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

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**Required Federal-Aid Contract Language**

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The City of Moreno Valley reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE



City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

**TITLE VI ASSURANCE (US DOT ORDER 1050.2A)**

**Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE**

## Appendix E of the Title VI Assurances

### (US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

City of Moreno Valley Project Nos. 808 0019 and 808 0020  
Federal Project Nos. HSIPL 5441(066) and HSIPL 5441(067)

**FEDERAL WAGE DETERMINATION**

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

"General Decision Number: CA20210025 11/12/2021

Superseded General Decision Number: CA20200025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

**BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	03/05/2021
4	03/19/2021
5	04/30/2021
6	06/25/2021
7	07/23/2021
8	07/30/2021
9	08/06/2021

10 08/20/2021  
 11 10/01/2021  
 12 10/08/2021  
 13 10/15/2021  
 14 10/22/2021  
 15 10/29/2021  
 16 11/12/2021

ASBE0005-002 09/01/2021

Rates	Fringes
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Asbestos Workers/Insulator  
 (Includes the application of  
 all insulating materials,  
 protective coverings,  
 coatings, and finishes to all  
 types of mechanical systems).....\$ 47.25      24.45

Fire Stop Technician  
 (Application of Firestopping  
 Materials for wall openings  
 and penetrations in walls,  
 floors, ceilings and curtain  
 walls).....\$ 32.09      19.66

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ASBE0005-004 07/05/2021

Rates	Fringes
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Asbestos Removal  
 worker/hazardous material  
 handler (Includes  
 preparation, wetting,  
 stripping, removal,  
 scrapping, vacuuming, bagging  
 and disposing of all  
 insulation materials from  
 mechanical systems, whether  
 they contain asbestos or not)....\$ 22.40      13.07

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BOIL0092-003 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 46.03      38.81

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\* BRCA0004-011 05/01/2020

Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 41.48      18.63

\*The wage scale for prevailing wage projects performed in  
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

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BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

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CARP0213-001 07/01/2021

	Rates	Fringes
<b>CARPENTER</b>		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0213-002 07/01/2021

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

Rates Fringes

Diver

(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in ""Rates' column are per day

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CARP0213-004 07/01/2021

Rates Fringes

Drywall

DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

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CARP0721-001 07/01/2021

Rates Fringes

Modular Furniture Installer.....	\$ 21.85	7.15
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ELEC0440-001 12/28/2020

Rates Fringes

ELECTRICIAN

INSIDE ELECTRICIAN.....	\$ 46.75	3%+23.67
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 36.99	3%+23.18
Technician.....	\$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.  
 Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

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ELEC1245-001 06/01/2021

Rates Fringes

LINE CONSTRUCTION

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE



(1) Lineman; Cable splicer..\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 48.08	20.73
(3) Groundman.....\$ 36.76	20.33
(4) Powderman.....\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2021

Rates Fringes

ELEVATOR MECHANIC.....\$ 59.32 35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2020

Rates Fringes

OPERATOR: Power Equipment  
(All Other Work)

GROUP 1.....\$ 48.25	27.20
GROUP 2.....\$ 49.03	27.20
GROUP 3.....\$ 49.32	27.20
GROUP 4.....\$ 50.81	27.20
GROUP 5.....\$ 48.96	25.25
GROUP 6.....\$ 51.03	27.20
GROUP 8.....\$ 51.14	27.20
GROUP 9.....\$ 49.29	25.25
GROUP 10.....\$ 51.26	27.20
GROUP 11.....\$ 49.41	25.25
GROUP 12.....\$ 51.43	27.20
GROUP 13.....\$ 51.53	27.20
GROUP 14.....\$ 51.56	27.20
GROUP 15.....\$ 51.64	27.20
GROUP 16.....\$ 51.76	27.20
GROUP 17.....\$ 51.93	27.20

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

**OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)**

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

**OPERATOR: Power Equipment  
(Tunnel Work)**

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

**PREMIUM PAY:**

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

**SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS**

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

(includes loed, lull or similar types under 5 tons;  
Generator operator; Generator, pump or compressor plant  
operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);  
Concrete mixer operator-skip type; Conveyor operator;  
Fireman; Forklift operator (includes loed, lull or similar  
types over 5 tons; Hydrostatic pump operator; oiler crusher  
(asphalt or concrete plant); Petromat laydown machine; PJU  
side dum jack; Screening and conveyor machine operator (or  
similar types); Skiploader (wheel type up to 3/4 yd.  
without attachment); Tar pot fireman; Temporary heating  
plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar  
type (Skid steer); Equipment greaser (rack); Ford Ferguson  
(with dragtype attachments); Helicopter radioman (ground);  
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or  
similar type); Boring machine operator; Boxman or mixerman  
(asphalt or concrete); Chip spreading machine operator;  
Concrete cleaning decontamination machine operator;  
Concrete Pump Operator (small portable); Drilling machine  
operator, small auger types (Texoma super economatic or  
similar types - Hughes 100 or 200 or similar types -  
drilling depth of 30' maximum); Equipment greaser (grease  
truck); Guard rail post driver operator; Highline cableway  
signalman; Hydra-hammer-aero stomper; Micro Tunneling  
(above ground tunnel); Power concrete curing machine  
operator; Power concrete saw operator; Power-driven jumbo  
form setter operator; Power sweeper operator; Rock Wheel  
Saw/Trencher; Roller operator (compacting); Screed operator  
(asphalt or concrete); Trenching machine operator (up to 6  
ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant  
engineer; Batch plant operator; Bit sharpener; Concrete  
joint machine operator (canal and similar type); Concrete  
planer operator; Dandy digger; Deck engine operator;  
Derrickman (oilfield type); Drilling machine operator,  
bucket or auger types (Calweld 100 bucket or similar types  
- Watson 1000 auger or similar types - Texoma 330, 500 or  
600 auger or similar types - drilling depth of 45'  
maximum); Drilling machine operator; Hydrographic seeder  
machine operator (straw, pulp or seed), Jackson track  
maintainer, or similar type; Kalamazoo Switch tamper, or  
similar type; Machine tool operator; Maginnis internal full  
slab vibrator, Mechanical berm, curb or gutter(concrete or  
asphalt); Mechanical finisher operator (concrete,  
Clary-Johnson-Bidwell or similar); Micro tunnel system  
(below ground); Pavement breaker operator (truck mounted);

Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure

waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

## CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline,

clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

## TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.);



Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state

line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is

the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2020

Rates Fringes

OPERATOR: Power Equipment  
 (DREDGING)

(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

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 IRON0433-006 07/01/2020

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2021

Rates Fringes

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10

Laborers: (STRIPING/SLURRY SEAL)

GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1184-002 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all

other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO1184-004 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

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LABO1414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE



REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.63	22.92

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PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PLAS0200-009 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

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PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

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PLUM0016-001 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work		

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....\$ 53.83            25.36

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 PLUM0345-001 09/01/2021

Rates            Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 36.85            24.75  
 Sewer & Storm Drain Work....\$ 40.94            22.13

-----  
 ROOF0036-002 08/01/2021

Rates            Fringes

ROOFER.....\$ 42.07            18.92

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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 SFCA0669-002 04/01/2021

Rates            Fringes

SPRINKLER FITTER.....\$ 41.27            26.23

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 SHEE0105-003 07/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates            Fringes

SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....\$ 50.23            29.60  
 (2) Industrial work including air pollution control systems, noise

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

abatement, hand rails,  
guard rails, excluding  
aritechtural sheet metal  
work, excluding A-C,  
heating, ventilating  
systems for human comfort...\$ 48.28            29.46

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TEAM0011-002 07/01/2020

Rates            Fringes

TRUCK DRIVER

GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy  
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3  
axles; Boot person; Cement mason distribution truck; Fuel  
truck driver; Water truck - 2 axle; Dump truck, less than  
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete  
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire  
person (\$0.50 additional for tire person); Pipeline and  
utility working truck driver, including winch truck and

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

plastic fusion, limited to pipeline and utility work;  
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

Attachment: Attachment 1 Agreement (5642 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR THE

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



## **Report to City Council**

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** January 4, 2022

**TITLE:** AUTHORIZATION TO SUBMIT A LETTER OF INTENT TO APPLY FOR THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) GRANT PROGRAM

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Authorize City Manager, City Attorney and Chief Financial Officer to draft and submit a letter of intent to apply for the California Violence Intervention and Prevention (CalVIP) Grant Program.
2. Authorize City Manager, City Attorney and Chief Financial Officer to seek a Community-Based Organization (CBO) partner(s) to assist the City in qualifying for the grant and negotiate a Memorandum of Understanding with CBO for Council approval no later than February 1, 2022.

### **SUMMARY**

This report recommends the submittal of a Letter of Intent to apply for the California Violence Intervention and Prevention (CalVIP) Grant Program and partnering with a Community Based Organization(s) (CBO), which includes the negotiation of a Memorandum of Understanding for Council approval no later than February 1, 2022 as outlined in the parameters in the Discussion Section below.

### **DISCUSSION**

The State Legislature established the California Violence Intervention and Prevention (CalVIP) Grant Program in Fiscal Year (FY) 2017-18 to replace the CalGRIP grant program.



The purpose of the CalVIP Grant Program is to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicides, shootings, and aggravated assaults. Eligible applicants for the CalVIP Grant are California cities that are disproportionately impacted by violence and the community-based organizations (CBOs) that serve them.

The Board of State and Community Corrections (BSCC) has announced the release of the CalVIP Grant Program, which makes \$209,650,000 available competitively, provided that funding is appropriated through the State Budget Act in fiscal years 2022/23 and 2023/24.

The deadline to submit the Letter of intent is January 7, 2022 and the deadline for the Application/Proposal is February 11, 2022.

The parameters that staff is recommending for the CalVIP grant are as follows:

- \$500,000 grant request each year over the three year grant cycle for a \$1.5M total request
- Grant requires 100% cash or in-kind match
- Partner with a Community Based Organization(s) that will provide the necessary programs as required by the grant
- Negotiate a Memorandum of Understanding with the CBO(s), which clearly outlines the responsibilities of the City and the CBO(s) to ensure grant compliance

### **ALTERNATIVES**

1. Approve the recommended action as presented in this staff report. *Staff recommends this alternative.*
2. Do not approve the recommended action as presented in this staff report. *Staff does not recommend this alternative.*

### **FISCAL IMPACT**

There is no fiscal impact with this action.

### **NOTIFICATION**

Publication of the Agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Name Brian Mohan  
Title Assistant City Manager/CFO/Treasurer

Department Head Approval:  
Name Brian Mohan  
Title Assistant City Manager/CFO/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.

**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**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/30/21 1:05 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/30/21 9:01 AM



## **Report to City Council**

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**TO:** Mayor and City Council

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** January 4, 2022

**TITLE:** 2022 CITY COUNCIL COMMISSION, BOARD, AND INTER-AGENCY APPOINTMENTS

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### **RECOMMENDED ACTION**

#### **Recommendation: That the City Council:**

1. Ratify the appointments to the various committees and regional bodies as noted on the 2022 Council Committee Participation List – terms end December 31, 2022.

### **SUMMARY**

The previous Council Committee Participation appointments were for either six months or one year and have come to their end. Mayor Gutierrez has compiled the new 2022 Council Committee Participation appointments with the terms to end on December 31, 2022 (Attachment A).

### **NOTIFICATION**

The Form 806 (Attachment B) which lists all the paid appointed positions to which an official will vote to appoint themselves was posted on the City's website on December 2, 2021 pursuant to FPPC Regulation 18702.5 and posting of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Pat Jacquez-Nares  
City Clerk

Department Head Approval:  
Pat Jacquez-Nares  
City Clerk

### **CITY COUNCIL GOALS**



## ATTACHMENT A

2022

MAYOR'S RECOMMENDATIONS  
2021 COUNCIL COMMITTEE PARTICIPATION

<b>CITY COUNCIL ADVISORY COMMISSIONS/BOARDS :</b>	<b>Primary</b>	<b>Alternate</b>	<b>Term</b>
Arts Commission	Cabrera	Marquez	12/31/2022
Emerging Leaders Council	Cabrera	Marquez	12/31/2022
Environmental and Historical Preservation Board	Marquez	Cabrera	12/31/2022
Library Commission	Marquez	Cabrera	12/31/2022
Parks, Community Services and Trails Committee	Cabrera	Delgado	12/31/2022
Senior Citizens' Board	Marquez	Cabrera	12/31/2022
Traffic Safety Commission	Marquez	Delgado	12/31/2022
Utilities Commission	Marquez	Delgado	12/31/2022

**CITY COUNCIL SUBCOMMITTEES :**

Economic Development Subcommittee <i>Appoint 2 Primary</i>	Delgado/Marquez	Cabrera	12/31/2022
Finance Subcommittee <i>Appoint 2 Primary</i>	Gutierrez/Cabrera	Delgado	12/31/2022
Citizens Public Safety Committee	Delgado	Marquez	12/31/2022
Public Safety Subcommittee <i>Appoint 2 Primary</i>	Delgado/Marquez		12/31/2022
Parks and Community Services Council Committee <i>Appoint 2 Primary 2 Alternates</i>	Gutierrez/Delgado		12/31/2022

**INTER-AGENCY:**

March Joint Powers Commission (JPC) <i>Appoint 2 Primary</i>	Delgado/Gutierrez		12/31/2022
School Districts/City Joint Task Force <i>Appoint 2 Primary</i>	Cabrera/Marquez		12/31/2022
Riverside County Habitat Conservation Agency (RCHCA)	Cabrera	Marquez	12/31/2022
Riverside County Transportation Commission (RCTC)	Gutierrez	Delgado	12/31/2022
Riverside Transit Agency (RTA)	Marquez	Gutierrez	12/31/2022
Western Riverside Council of Governments (WRCOG)	Delgado	Gutierrez	12/31/2022
Western Riverside County Regional Conservation Authority (RCA)	Marquez	Cabrera	12/31/2022

**Agency Report of:  
Public Official Appointments**

**A Public Document**

<b>1. Agency Name</b> City of Moreno Valley		<b>California Form 806</b>	For Official Use Only
Division, Department, or Region (If Applicable)			
City Clerk			
Designated Agency Contact (Name, Title)		Date Posted: 12/02/2021 <small>(Month, Day, Year)</small>	
Pat Jacquez-Nares			
Area Code/Phone Number (951) 413-3010	E-mail patjn@moval.org	Page 1 of 2	

**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
March Joint Powers Commission (MJPC)	▶ Name <u>Delgado, Edward A.</u> <small>(Last, First)</small>  Alternate, if any <u>Gutierrez, Yxstian A.</u> <small>(Last, First)</small>	▶ <u>12 / 07 / 21</u> <small>Appt Date</small>  ▶ <u>12 Months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Riverside County Habitat Conservation Agency (RCHCA)	▶ Name <u>Cabrera, Ulises</u> <small>(Last, First)</small>  Alternate, if any <u>Marquez, David</u> <small>(Last, First)</small>	▶ <u>12 / 07 / 21</u> <small>Appt Date</small>  ▶ <u>12 Months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Riverside County Transportation Commission (RCTC)	▶ Name <u>Gutierrez, Yxstian A.</u> <small>(Last, First)</small>  Alternate, if any <u>Delgado, Edward A.</u> <small>(Last, First)</small>	▶ <u>12 / 07 / 21</u> <small>Appt Date</small>  ▶ <u>12 Months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Riverside Transit Agency (RTA)	▶ Name <u>Marquez, David</u> <small>(Last, First)</small>  Alternate, if any <u>Gutierrez, Yxstian A.</u> <small>(Last, First)</small>	▶ <u>12 / 07 / 21</u> <small>Appt Date</small>  ▶ <u>12 Months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>150.00</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

**3. Verification**

*I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.*

	Pat Jacquez-Nares	City Clerk	12/02/2021
Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)

Comment: \_\_\_\_\_

Attachment: Attachment B - FPPC Form 806 (2021-150 : 2022 CITY COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS)

**Agency Report of:  
Public Official Appointments  
Continuation Sheet**

<b>1. Agency Name</b> City of Moreno Valley	Date Posted: <u>12/07/2021</u> <small>(Month, Day, Year)</small>
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**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Western Riverside Council of Governments (WRCOG)	▶ Name <u>Delgado, Edward A.</u> <small>(Last, First)</small>  Alternate, if any <u>Gutierrez, Yxstian A.</u> <small>(Last, First)</small>	▶ <u>12 / 07 / 21</u> <small>Appt Date</small>  ▶ <u>12 Months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>150.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Western Riverside County Regional Conservation Authority (RCA)	▶ Name <u>Marquez, David</u> <small>(Last, First)</small>  Alternate, if any <u>Cabrera, Ulises</u> <small>(Last, First)</small>	▶ <u>12 / 07 / 21</u> <small>Appt Date</small>  ▶ <u>12 Months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small>  ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small>  ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small>  ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small>  ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

Attachment: Attachment B - FPPC Form 806 (2021-150 : 2022 CITY COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS)

**Print**      **Clear**



## Report to City Council

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

**FROM:** Jeremy Bubnick, Parks & Community Services Director

**AGENDA DATE:** January 4, 2022

**TITLE:** AUTHORIZE RENEWAL APPLICATION AND ACCEPT FUNDING FOR AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT FOR FISCAL YEARS 2022/23 THROUGH 2024/25

---

### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Authorize the City Manager to submit a renewal application and accept funding for After School Education and Safety (ASES) Grant funds for fiscal years 2022/23 through 2024/25.

### **SUMMARY**

This grant funding would allow the City, in partnership with Think Together, Moreno Valley Unified School District (MVUSD), and Val Verde Unified School District (VVUSD) to continue providing after school expanded learning opportunities for elementary and middle school students in a physically and emotionally safe environment. The estimated grant application will be in the amount of \$7,020,157.98.

### **DISCUSSION**

The City of Moreno Valley originally applied for and received ASES Grant funding for fiscal years 2006/07 through 2009/10. The grant has since been renewed four times, for additional three-year cycles, and is currently funded through FY 2021/22 in the amount of \$7,020,157.98. The after school program offers expanded learning opportunities to over 3,700 students daily, in 43 school sites in the Moreno Valley and Val Verde Unified School Districts. The City has partnered with Think Together to operate all 43 sites since FY 2011/12.



The focus of the ASES Grant is to provide literacy, academic enrichment, and safe, constructive alternatives for kindergarten through eighth grade students at no cost. The school sites receiving grant funding were chosen based in part on the percentage of students eligible for the free and reduced-price lunch program. The ASES program requires sites to operate after school for a minimum of 15 hours per week, during every regular school day during the school year, beginning immediately at the conclusion of the regular school day until at least 6:00 p.m., and to offer a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements.

The program includes an educational and literacy element and an educational enrichment element. The education and literacy element must include tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. The educational enrichment element must offer a range of additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development.

The City intends to continue its partnership with Think Together, MVUSD, and VVUSD to improve the academic performance and scholastic success of students in the program by providing high-quality academic programming during after school hours. This program benefits the community as a whole.

**ALTERNATIVES**

- 1. Authorize the City Manager to submit the renewal application and accept funding for the After School Education and Safety (ASES) Grant from the California Department of Education for fiscal years 2022/23 through 2024/25. **Staff recommends this alternative.**
- 2. Do not authorize the City Manager to submit the renewal application and accept funding for the After School Education and Safety (ASES) Grant from the California Department of Education for fiscal years 2022/23 through 2024/25. **Staff does not recommend this alternative.**

**FISCAL IMPACT**

There is no impact to the General Fund. The proposed grant would fund all program expenditures at 100 percent through direct funding for three fiscal years. Think Together will provide an amount of cash or in-kind local funds in an amount not less than one-third of the total awarded grant amount to meet the match requirement. The grant funds are for the provision of after school care only and are restricted to this program. Upon award, funding would be budgeted in the Fund 2202 Operating Budget.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 22/23 Budget	Proposed Adjustments	FY 22/23 Amended
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						Budget
Receipt of Grant	ASES	2202-50-92-75312-486000	Rev	\$6,125,792	\$894,365.98	\$7,020,157.98
Contract Services	ASES	2202-50-92-75312-625099	Exp	\$5,951,489	\$894,365.98	\$6,845,854.98

**NOTIFICATION**

Posting of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Lee Withers  
Senior Management Analyst

Department Head Approval:  
Jeremy Bubnick  
Parks & Community Services Director

**CITY COUNCIL GOALS**

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

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

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

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

**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**

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/13/21 7:36 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/13/21 8:32 AM



## Report to City Council

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

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** January 4, 2022

**TITLE:** SECOND READING AND ADOPTION OF ORDINANCE NO. CSD 56, AN ORDINANCE OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY DESIGNATING THE FUTURE ANNEXATION AREA FOR ITS COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND TAKING CERTAIN RELATED ACTIONS

---

### **RECOMMENDED ACTION**

**Recommendation:**

Conduct the second reading by title only and adopt Ordinance No. CSD 56.

### **SUMMARY**

This item is the second reading of the Ordinance to designate the Future Annexation Area for Community Facilities District (CFD) No. 2021-01 (Parks Maintenance) (the "District"). The Ordinance was introduced at the December 7, 2021 CSD Board meeting.

### **DISCUSSION**

On June 1, 2021, the CSD Board established CFD No. 2021-01 (Parks Maintenance), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"). The District provides the development community with an alternative funding tool to satisfy conditions of approval related to park maintenance funding.

To annex into the District, the Act requires the CSD Board first adopt a resolution of intention to annex territory. Between 30-60 days thereafter, a Public Hearing is held and property owner ballot counted to determine whether the property owner has authorized

annexation of their property into the District and the annual levy of a special tax, collected on the property tax bill, to provide the park maintenance funding.

The Act authorizes the CSD Board to designate a future annexation area, which streamlines the annexation process. With a designated future annexation area, annexations to the District can be completed in the future, without public hearings, “upon the unanimous approval of the owner of owners of each parcel or parcels at the time that the parcel or parcels are annexed.”

On October 19, 2021, the CSD Board adopted a Resolution of Intent to initiate the process of designating the entire City as a future annexation area. On December 7, 2021, the CSD introduced an Ordinance as part of the process. Provided the CSD Board approves tonight’s item, the Ordinance will become effective in 30-days, allowing developing property owners to use the streamlined annexation process as early as the February 15, 2022 CSD Board meeting.

### **ALTERNATIVES**

1. Conduct the second reading by title only and adopt the Ordinance. *Staff recommends this alternative since it will streamline the annexation process for property owners.*
2. Provide revisions to the Ordinance and direct staff to restart the adoption process. *Staff does not recommend this alternative because it will delay implementation of the streamlined annexation process.*
3. Do not adopt the Ordinance. *Staff does not recommend this alternative because it may delay the development community from satisfying their conditions of approval.*

### **FISCAL IMPACT**

Third party costs associated with designation of the Future Annexation Area are projected at \$3,500 for special legal counsel, legal notice publication costs, recording costs, and other related expenses. Sufficient funds exist in the FY 2021/22 Adopted Operating Budget of the Special Districts Administrative Fund 2006-30-79-25701 to fund the costs.

### **NOTIFICATION**

The agenda was posted in accordance with the Brown Act.

### **PREPARATION OF STAFF REPORT**

Prepared by:  
Candace E. Cassel  
Special Districts Division Manager

Department Head Approval:  
Brian Mohan  
Assistant City Manager

Concurred by:

Jeremy Bubnick  
Parks & Community Services Director

**CITY COUNCIL GOALS**

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

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

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Ordinance

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/14/21 9:03 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/14/21 12:59 PM

## ORDINANCE NO. CSD \_\_\_\_\_

AN ORDINANCE OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, PROVIDING FOR FUTURE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

The Moreno Valley Community Services District of the City of Moreno Valley, California, acting as the legislative body of Community Facilities District No. 2021-01 (Parks Maintenance), does hereby ordain as follows:

SECTION 1. FINDINGS

A. The Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the “Act”) authorizes the Board of Directors (the “CSD Board”) of the Moreno Valley Community Services District (the “CSD”) to establish a community facilities district to finance certain services within the district.

B. Section 53339.7(a) of the Act authorizes the CSD Board, following a properly noticed public hearing, to provide for the future annexation of territory to a community facilities district. Such designation permits the annexation of a territory within the future annexation area, without additional hearings, upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed.

C. By its Resolution No. CSD 2021-22, adopted on June 1, 2021, the CSD Board established its Community Facilities District No. 2021-01 (Parks Maintenance) (the “CFD”).

D. By its Ordinance No. CSD 55, adopted on June 15, 2021 (the “Special Tax Ordinance”), the CSD Board levied an annual special tax (the “Special Tax”) pursuant to Section 5340 of the Act against all non-exempt parcels of real property within the CFD.

E. By its Resolution No. CSD 2021-36, adopted on October 19, 2021 (the “Resolution of Intention”), the CSD Board declared its intention to provide for future annexation of territory to the CFD.

F. The proposed future annexation area, which constitutes the entire territory of the City aside from the territory currently constituting the CFD, is shown on the map titled “Annexation Map No. 4 of Community Facilities

District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, State of California (Territory proposed for annexation in the future, with the condition that parcels within that territory may be annexed only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed)” (“Annexation Map No. 4”). Annexation Map No. 4 is recorded in Book 87 of Maps of Assessment and Community Facilities Districts at page 81, in the office of the County Recorder for the County of Riverside, State of California and is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference.

G. On December 7, 2021, at 6:00 PM (or as soon thereafter as practical), in the City Council Chamber located at 14177 Frederick Street, Moreno Valley, California 92553, the CSD Board held a full and fair public hearing (the “Hearing”) on the designation of the territory shown on Annexation Map No. 4 for annexation to the CFD in the future.

H. Notice of the Hearing was published pursuant to Section 53339.4 of the Act in the November 30, 2021 edition of The Press-Enterprise.

I. At the Hearing, the CSD Board heard oral and written testimony from all those wishing to provide such testimony. There was no majority protest (as defined by Section 53339.3 of the Act) against the proposed addition of territory to the CFD in the future.

J. The CSD Board now desires to provide for the future annexation of territory to the CFD.

SECTION 2. PROVISION FOR ANNEXATION IN THE FUTURE:

The CSD Board hereby provides for the annexation to the CFD of the territory shown on Annexation Map No. 4 upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings.

SECTION 3. TAX

The CSD Board hereby provides for the levy of special taxes on parcels that will be annexed to the community facilities district pursuant to Section 2 of this Ordinance. Such special taxes shall be apportioned and collected in the manner specified in the Special Tax Ordinance at a rate that shall not exceed the rate consented to by the owners of each parcel at the time of its annexation.

SECTION 4. SEVERABILITY



If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The CSD Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phases hereof be declared invalid or unconstitutional.

SECTION 5. NOTICE OF ADOPTION:

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

SECTION 6. EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 4<sup>th</sup> day of January 2022.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
Acting in the capacity of President of the  
Moreno Valley Community Services District

ATTEST:

\_\_\_\_\_  
City Clerk, acting in the capacity of  
Secretary of the Moreno Valley  
Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, acting in the capacity  
of General Counsel of the Moreno  
Valley Community Services District

**ORDINANCE JURAT**

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California, do hereby certify that Ordinance No. CSD \_\_\_\_ had its first reading on December 7, 2021, and had its second reading on January 4, 2022 and was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District, at a regular meeting held on the 4<sup>th</sup> day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board Members, Vice-President and President)

\_\_\_\_\_  
PAT JACQUEZ-NARES, SECRETARY

(SEAL)



## Report to City Council

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

**FROM:** Jeremy Bubnick, Parks & Community Services Director

**AGENDA DATE:** January 4, 2022

**TITLE:** AUTHORIZE FISCAL YEAR 2022-23 CONTINUED  
 FUNDING APPLICATION FOR CHILD DEVELOPMENT  
 PROGRAM FUNDS FROM THE CALIFORNIA  
 DEPARTMENT OF SOCIAL SERVICES AND ACCEPT  
 FUNDING TO OPERATE CHILD CARE SERVICES FOR  
 FISCAL YEAR 2022-23 AND ADOPT A RESOLUTION TO  
 CERTIFY APPROVAL OF THE GOVERNING BOARD

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize the submission of a Continued Funding Application for Child Care Development Program Funds from the California Department of Social Services for fiscal year 2022-23; and
2. Upon approval of the Continued Funding Application, authorize acceptance of child development program funds in the approved amount and any subsequent amendments for Fiscal Year (FY) 2022-23 from the California Department of Social Services for the purpose of providing school age child care and development services and authorize the Chief Financial Officer (CFO) to make minor modifications to the budget, based on the final contract amount (which could be more or less than estimated); and
3. Adopt Resolution No. CSD 2022-\_\_\_\_. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying approval of the governing board to enter into this transaction with the California Department of Social Services for providing child care and development services

and to authorize designated personnel to sign contract documents for FY 2022-23.

## **SUMMARY**

This report recommends authorization to submit a Continued Funding Application (CFA) and upon approval of the CFA, acceptance of Child Development Program Funds to continue operation of A Child's Place licensed after-school child care program during fiscal year 2022-23. This program is supported by child development funds, parent fees, and food program revenue. Child development operating revenue is a combination of federal and state funding.

## **DISCUSSION**

The focus of the initial program application submitted by the City of Moreno Valley Parks and Community Services Department was based on high demand assessed by the Department within its own programs. This included the need for after-school care during the traditional school year and full day care on school vacation days. The program, called "A Child's Place," operates in five elementary schools: Armada, Creekside, Rainbow Ridge, and Sunnymead during the school year, and Val Verde Academy during school breaks.

Since January 1997, "A Child's Place" has served low-income parents who work, are seeking employment or going to school, by providing after-school child care for up to 142 children from kindergarten through 12 years of age. The program fosters healthy social and emotional development of children by providing structured activities that are fun and challenging for the children.

Programming for the children includes a daily nutritious snack, arts and crafts, indoor and outdoor games, story time, homework time, and social time. The program also includes field trips with bus transportation, parent conferences, and special parenting classes and programs on topics including health issues, substance abuse, nutrition, personal safety, community awareness, literacy, and more. The program works closely with parents and school site staff to incorporate applicable school rules into the program and provide emotional support for children.

A Child's Place normally operates at school sites between the hours of 11:30 a.m. and 6:00 p.m. on school days, and 7:00 a.m. to 6:00 p.m. on school vacation days, Monday through Friday.

## **ALTERNATIVES**

1. Approve the recommendations as listed in this staff report. ***Staff recommends this alternative as it will allow for continued child care and development services to school age children.***
2. Do not approve the recommendations as listed in this staff report. ***Staff does not***

*recommend this alternative.*

## **FISCAL IMPACT**

There is no impact to the General Fund. The proposed child development contract funds expenditures on a cost reimbursement basis. Contract funding (federal and state), program fees, and food program revenue are used to provide licensed school-age child care and development services, and are restricted to this program. The two-year adopted budget estimated revenues and expenses of \$828,600. As stated in the recommendation item two, the CFO will make the necessary budget adjustments based on the final contract received from the California Department of Social Services.

## **NOTIFICATION**

Posting of the Agenda

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Lee Withers  
Senior Management Analyst

Department Head Approval:  
Jeremy Bubnick  
Parks & Community Services Director

## **CITY COUNCIL GOALS**

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

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 5.5: Promote a healthy community and lifestyle.

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Resolution No. CSD 2022-\_\_\_\_\_ for Child Development Program Funds from CA Dept of Social Services

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/27/21 4:57 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 11:51 AM

RESOLUTION NO. CSD 2022-\_\_

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING APPROVAL OF THE GOVERNING BOARD TO ENTER INTO THIS TRANSACTION WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FY 2022-23

WHEREAS, the Moreno Valley Community Services District Board of Directors desires to provide school age child care services to the citizens of Moreno Valley during FY 2022-23; and

WHEREAS, the Moreno Valley Community Services District Board of Directors further desires to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services; and

WHEREAS, the Moreno Valley Community Services District Board of Directors authorizes the persons serving in the positions listed below to sign contract documents for the Governing Board

Titles

Parks & Community Services Director

Parks & Community Services Deputy Director

Chief Financial Officer/City Treasurer

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

1. Accept child development program funds from the California Department of Social Services, in the approved amount and any subsequent funding through future amendments to provide child care services for FY 2022-23; and
2. Adopt a resolution to certify the approval of the Governing Board to enter into a contract and any subsequent amendments for FY 2022-23, with the California Department of

Social Services for the purpose of providing child care and development services; and

- 3. Authorize designated personnel to sign contract documents on behalf of the Governing Board for FY 2022-23.

APPROVED AND ADOPTED this 4th day of January, 2022.

\_\_\_\_\_  
 Mayor of the City of Moreno Valley,  
 acting in the capacity of President of the Board  
 of Directors of the Moreno Valley Community  
 Services District

ATTEST:

\_\_\_\_\_  
 City Clerk, acting in the capacity of  
 Secretary of the Moreno Valley  
 Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
 Interim City Attorney, acting in the capacity  
 of General Legal Counsel of the Moreno  
 Valley Community Services District



**RESOLUTION JURAT**

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California, do hereby certify that Resolution No. CSD 2022-\_\_\_\_\_ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 4<sup>th</sup> day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
PAT JACQUEZ- NARES, SECRETARY

(SEAL)



## Report to City Council

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**TO:** Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)

**FROM:** Brian Mohan, Assistant City Manager  
Steve Quintanilla, Interim City Attorney

**AGENDA DATE:** January 4, 2022

**TITLE:** APPROVAL OF RESOLUTIONS DECLARING HOUSING AUTHORITY OWNED PROPERTY IS DESIGNATED AS SURPLUS LAND AND NOT NECESSARY FOR THE AUTHORITY'S USE AT THIS TIME, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS IN CONFORMANCE WITH THE SURPLUS LAND ACT, CALIFORNIA GOVERNMENT CODE § 54221

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### RECOMMENDED ACTION

#### **Recommendations: That the City Council and Housing Authority:**

1. Adopt Resolution HA 2022-\_\_\_\_. A resolution of the City Council of the City of Moreno Valley, California, declaring pursuant to California Government Code § 54221 that the real property (APN 482-161-026) located north of Cottonwood Avenue on the east side of Indian Street is designated as surplus land and not necessary for the Authority's use at this time, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and taking related actions.
  
2. Adopt Resolution HA 2022-\_\_\_\_. A resolution of the City Council of the City of Moreno Valley, California, declaring pursuant to California Government Code § 54221 that the real property (APN 481-270-058) located on Eucalyptus Avenue east of Heacock Street is designated as surplus land and not necessary for the Authority's use at this time, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and taking related actions.

## **SUMMARY**

This report recommends adoption of two (2) resolutions of the City Council and the Housing Authority.

Resolutions concerns that certain real property owned in fee by the Moreno Valley Housing Authority (the "Authority") designated as APN 482-161-026 and APN 481-270-058 as more particularly described in Exhibit "A" (see attachments 2 and 4) to the attached Resolutions (the "Authority Land"). Approval of the attached Resolutions will confirm the Authority's declaration that the Authority Land is surplus (only so far as defined within the California Surplus Land Act) and authorize the initiation of the notification process to local public agencies and certain housing sponsors as further described herein.

## **DISCUSSION**

Pursuant to the California Surplus Land Act, Government Code (the "GC") §§ 54220-54333 (the "Act"), as amended by AB 1486 (Chapter 664, Statutes of 2019; "AB 1486") and Guidelines promulgated thereunder by the California Department of Housing and Community Development (the "HCD") dated as of April 2021 (the "Guidelines"), in order for the Authority Land to be disposed of, whether for the development of affordable housing or otherwise, such land must first be made available under a process set forth in the Act and expounded upon by the Guidelines; that process requires that a notice be given calling for written notices of interest after the public entity owner has designated such land as surplus by the taking of a formal action at a public meeting of such public agency.

Pursuant to the Act, land is necessary for the Authority's use if the land is being used, or is planned to be used, pursuant to a written plan adopted by the Authority, for Authority work or operations, but ignores other traditional core purposes (e.g., creating affordable housing). The Act does not exempt affordable housing-designated land held by housing authorities from the Act's very narrow definition of surplus land, which results in requiring the designation of real property held by housing authorities for the purpose of creating affordable housing as surplus land for the purposes of the Act only. The Authority Land was acquired for the purpose of creating affordable housing and is therefore necessary and essential for the Authority's core uses and purposes and while the goals of the Authority related to creating affordable housing have not changed, the Act together with the Guidelines nevertheless require the conduct of a process calling for written notices of interest.

If approved, the attached Resolutions will confirm the Authority's declaration that the Authority Land is surplus (only so far as defined within the Act) and authorize the initiation of the notification process to local public agencies as prescribed by the Act and to housing sponsors as promulgated by HCD pursuant to the Act and the Guidelines. Failure to follow the procedure described in the Act and expounded upon by the Guidelines for providing a notice of availability of surplus land and related

actions, may subject the Authority to financial and other penalties and measures and may frustrate the ability of the Authority to further its achievement of creating affordable housing.

Per Moreno Valley Municipal Code, Title 9, Planning and Zoning, Article I., Special Districts in General, Chapter 9.07.030, Public District (P), the Authority Land is zoned Public Facilities, which in general provides for public and institutional uses. The Act, as expounded upon by the Guidelines, provides that such land shall be declared either surplus land or exempt surplus land before the Authority may take action to dispose of it consistent with the Authority's policies or procedures, even if such disposition is for the Authority's core purpose of creating affordable housing. The Act does not impose any mandates or timeframes with respect to the disposition of real property.

GC § 54222, requires the Authority, if it declares land it owns to be surplus and not necessary for the Authority's use (only so far as defined within the Act), to provide written notice thereof to certain local public agencies and housing sponsors (the "Designated Parties"), the form of such notification is included as Exhibit "B" to the attached Resolutions (the "Notification Process"). The Notification Process concerns only the Designated Parties and no other party may receive a notice and no other party may participate in the Notification Process. The Notification Process provides the Designated Parties a 60-day opportunity to request to negotiate for the disposition of the Authority Land consistent with parameters for such negotiations provided by the Act.

The Notification Process is not a request for proposals, does not bind the Authority to any Authority Land disposition and does not supersede the applicable provisions of the Moreno Valley Municipal Code Zoning. In addition to the foregoing, the HCD has certain oversight authority over negotiations with Designated Parties, if any, for the purpose of confirming that such negotiations were conducted within the parameters described in the Act.

Consistent with the foregoing, City Staff recommends that the Authority declare the Authority Land to be surplus and not necessary for the Authority's use (only so far as defined within the Act). Approval of the attached Resolutions will confirm the Authority's declaration that the Authority Land is surplus and not necessary for the Authority's use (only so far as defined within the Act) at this time and authorize the initiation of the Notification Process as prescribed by the Act.

In addition, pursuant to § 15060 (c) (3) of the California Environmental Quality Act (the "CEQA") Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387), approval of the attached Resolutions is exempt from CEQA because the actions described herein will not result in a direct or indirect physical change in the environment and the actions described herein are not a "Project", as defined within § 15378 of the CEQA Guidelines.

Any agreement for the sale of property would be brought to the City Council for consideration at a future date.

At this time, two parcels have been identified as surplus (Attachment 1).

### **ALTERNATIVES**

1. Approve the proposed resolutions declaring the Authority Land, in conformance with the Act, as Surplus Land (only so far as defined within the Act). *Staff recommends this alternative as it will allow the Authority to comply with the Act.*
2. Do not approve the proposed resolutions declaring Authority Land, in conformance with the Act, as Surplus Land (only so far as defined within the Act). *Staff does not recommend this alternative as it will not allow the Authority to comply with the Act.*

### **FISCAL IMPACT**

None.

### **NOTIFICATION**

The public has been notified through the publication of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Deputy Finance Director

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

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**



To view large attachments, please click your “bookmarks” on the left hand side of this document for the necessary attachment.

- 1. Resolution HA 2022-xx Declaring APN 482-161-026 Surplus Property
- 2. Aerial MAP\_Notice of Availability of Surplus Land 482-161-026
- 3. Resolution HA 2022-xx Declaring APN 481-270-058 Surplus Property
- 4. Aerial MAP\_Notice of Availability of Surplus Land 481-270-058

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/27/21 4:14 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 11:47 AM

## RESOLUTION NO. HA 2022-\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DECLARING PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY (APN 482-161-026) LOCATED NORTH OF COTTONWOOD AVENUE ON THE EAST SIDE OF INDIAN STREET IS DESIGNATED AS SURPLUS LAND AND NOT NECESSARY FOR THE AUTHORITY'S USE AT THIS TIME, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS

WHEREAS, this Resolution concerns that certain real property owned in fee by the Moreno Valley Housing Authority (the "Authority") designated as APN 482-161-026 consisting of approximately 1.61 acres vacant land located north of Cottonwood Avenue on the east side of Indian Street as more particularly described in Exhibit "A" to this Resolution (the "Authority Land"); and

WHEREAS, pursuant to the California Surplus Land Act, Government Code (the "GC") §§ 54220-54333 (the "Act"), as amended by AB 1486 (Chapter 664, Statutes of 2019; "AB 1486") and Guidelines promulgated thereunder by the California Department of Housing and Community Development (the "HCD") dated as of April 2021 (the "Guidelines"), in order for the Authority Land to be disposed of, whether for the development of affordable housing or otherwise, such land must first be made available under a process set forth in the Act and expounded upon by the Guidelines; that process requires that a notice be given calling for written notices of interest after the public entity owner has designated such land as surplus by the taking of a formal action at a public meeting of such public agency; and

WHEREAS, pursuant to the Act, land is necessary for the Authority's use if the land is being used, or is planned to be used, pursuant to a written plan adopted by the Authority, for Authority work or operations, but ignores other traditional core purposes (e.g., creating affordable housing); and

WHEREAS, the Act does not exempt affordable housing-designated land held by housing authorities from the Act's very narrow definition of surplus land, which results in requiring the designation of real property held by housing authorities for the purpose of creating affordable housing as surplus land for the purposes of the Act only; and

WHEREAS, the Authority Land was acquired for the purpose of creating affordable housing and is therefore necessary and essential for the Authority's core uses and purposes and while the goals of the Authority related to creating affordable housing have not changed, the Act together with the Guidelines nevertheless require the conduct of a process calling for written notices of interest; and

WHEREAS, if approved, this Resolution will confirm the Authority's declaration that the Authority Land is surplus (only so far as defined within the Act) and authorize the initiation of the notification process to local public agencies as prescribed by the Act and to housing sponsors as promulgated by HCD pursuant to the Act and the Guidelines; and

WHEREAS, failure to follow the procedure described in the Act and expounded upon by the Guidelines for providing a notice of availability of surplus land and related actions, may subject the Authority to financial and other penalties and measures and may frustrate the ability of the Authority to further its achievement of creating affordable housing; and

WHEREAS, per Moreno Valley Municipal Code, Title 9, Planning and Zoning, Article I., Special Districts in General, Chapter 9.07.030, Public District (P), the Authority Land is zoned Public Facilities, which in general provides for public and institutional uses; and

WHEREAS, the Act, as expounded upon by the Guidelines, provides that such land shall be declared either surplus land or exempt surplus land before the Authority may take action to dispose of it consistent with the Authority's policies or procedures, even if such disposition is for the Authority's core purpose of creating affordable housing; and

WHEREAS, the Act does not impose any mandates or timeframes with respect to the disposition of real property; and

WHEREAS, GC § 54222, requires the Authority, if it declares land it owns to be surplus and not necessary for the Authority's use (only so far as defined within the Act), to provide written notice thereof to certain local public agencies and housing sponsors (the "Designated Parties"), the form of such notification is included as Exhibit "B" to this Resolution (the "Notification Process"); and

WHEREAS, the Notification Process concerns only the Designated Parties and no other party may receive a notice and no other party may participate in the Notification Process; and

WHEREAS, the Notification Process provides the Designated Parties a 60-day opportunity to request to negotiate for the disposition of the Authority Land consistent with parameters for such negotiations provided by the Act; and

WHEREAS, the Notification Process is not a request for proposals, does not bind the Authority to any Authority Land disposition and does not supersede the applicable provisions of the Moreno Valley Municipal Code Zoning; and

WHEREAS, in addition to the foregoing, the HCD has certain oversight authority over negotiations with Designated Parties, if any, for the purpose of confirming that such negotiations were conducted within the parameters described in the Act; and



WHEREAS, consistent with the foregoing, City Staff recommends that the Authority declare the Authority Land to be surplus and not necessary for the Authority's use (only so far as defined within the Act); and

WHEREAS, approval of this Resolution will confirm the Authority's declaration that the Authority Land is surplus and not necessary for the Authority's use (only so far as defined within the Act) at this time and authorize the initiation of the Notification Process as prescribed by the Act; and

WHEREAS, pursuant to § 15060 (c) (3) of the California Environmental Quality Act (the "CEQA") Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387), approval of this Resolution is exempt from CEQA because the actions described herein will not result in a direct or indirect physical change in the environment and the actions described herein are not a "Project", as defined within § 15378 of the CEQA Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED, by the Governing Board of the Moreno Valley Housing Authority, in regular session assembled on January 4, 2022, in the meeting room of the Board located on the 1<sup>st</sup> floor of City Hall, 14177 Frederick Street, Moreno Valley, California, as follows:

- 1) That the Board hereby finds and declares that the above recitals are true and correct and incorporated as though fully set forth herein.
- 2) The Board hereby declares that the Authority Land is surplus land and not necessary for the Authority's use (only so far as defined within the Act) at this time and authorize the initiation of the Notification Process as prescribed by the Act and as further expounded upon by the Guidelines.
- 3) This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*) (the "CEQA"). City staff has determined that the designation of the Authority Land as surplus (only so far as defined within the Act) does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines § 15060(c)(3) because it is not a project as defined by the CEQA Guidelines § 15378. Adoption of the Resolution does not have the potential for resulting in either a direct or indirect physical change in the environment. If and when the Authority Land is sold or leased and that buyer or lessee proposes a use for the Authority Land that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.
- 4) The City Clerk is directed to file a Notice of Exemption pursuant to CEQA Guidelines § 15062.

- 5) City/Authority Staff, through the City Manager/Executive Director, or designee, are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include negotiating in good faith in accordance with the requirements of the Act and the Guidelines with any of the Designated Parties that submit a written notice of interest as to the disposition of the Authority Land in compliance with the Act.
- 6) This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED this 4<sup>th</sup> day of January, 2022.

---

Dr. Yxstian Gutierrez  
 Chairman, Governing Board of the  
 Moreno Valley Housing Authority

ATTEST:

---

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

---

Steven B. Quintanilla, City Attorney

**RESOLUTION JURAT**

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2022 - \_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4<sup>th</sup> day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
Pat Jacquez-Nares, City Clerk

(SEAL)

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

The real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Parcel No. 1 of Parcel Map No. 8073, in the City of Moreno Valley, as recorded in Parcel Map Book 30, Page 20, records of Riverside County, State of California, lying within Section 7, Township 3 South, Range 3 West, San Bernardino Meridian.

EXCEPTING THEREFROM that portion of said Parcel No. 1, granted to Courtyards at Cottonwood, L.P., a California limited partnership, per Grand Deed recorded August 10, 2020, Doc # 2020-0362470, records of said County.

APN 482-161-026

**EXHIBIT "B"****NOTICE OF AVAILABILITY OF SURPLUS LAND**  
(Via Email)**Date:** January 5, 2022**TO:** Interested Local Agencies and Housing Sponsors**RE:** Notice of Availability of Surplus Land in the City of Moreno Valley Pursuant to California Government Code § 54220, *et seq.*

Pursuant to the provisions of California Government Code § 54220, *et seq.*, the Moreno Valley Housing Authority ("Authority") hereby notifies interested local agencies and housing sponsors ("Designated Parties") of the availability for lease or purchase of the following surplus Authority-owned land ("Property"):

<b>Property Addresses:</b>	<b>None: Approximately 1.61 acres of vacant land located north of Cottonwood Avenue on the east side of Indian Street</b>
<b>Assessor's Parcel Nos.:</b>	<b>APN 482-161-026 ("Authority Land")</b>
<b>Zoning:</b>	<b>Public Facilities (P)</b>
<b>General Plan Designation:</b>	<b>Public Facilities (P)</b>
<b>Current Use:</b>	<b>1 vacant lot</b>

Copies of the aerial image and assessor map showing and depicting the Property are attached. Per Moreno Valley Municipal Code, Title 9, Planning and Zoning, Article I., Special Districts in General, Chapter 9.07.030, Public District (P), the Authority Land is zoned Public Facilities, which in general provides for public and institutional uses. The Property is vacant and lacks access to a street. In addition, the Designated Parties are also notified that the Property is subject to certain disposition procedures and affordability requirements of the Authority together with those associated with the funding sources used to acquire the parcels comprising the Property.

A Designated Party desiring to purchase or lease the Property for any of the purposes authorized by Government Code § 54222, must file a written notice of interest with the representative designated below by the Designated Parties within **60 days** from the date of this Notice of Availability as confirmed by the date set forth below (since the 60<sup>th</sup> day falls on a weekend, the submission date has been extended to the following Monday). Designated Parties proposing to submit a notice of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code §§ 54220-54234).

Please send written notices of interest via e-mail to:

Dena Heald, Deputy Finance Director, Financial & Management Services  
14177 Frederick Street  
PO Box 88005  
Moreno Valley, California 92552  
[Denah@moval.org](mailto:Denah@moval.org)

**With copies to:**

Steven H. Dukett, Development Consultant to the Authority  
2305 Chicago Avenue  
Riverside, California 92507  
[Sdukett@TKEengineering.com](mailto:Sdukett@TKEengineering.com)

For further information, please contact Mr. Steven H. Dukett, Managing Director of Development Services, TKE Engineering, Inc. (development consultant to Authority), at (909) 967-8205 or [sdukett@TKEengineering.com](mailto:sdukett@TKEengineering.com).

Resolution HA 2022-\_\_

Consistent with the foregoing, the final day to submit a written statement of interest to either lease or purchase the Property is **Monday, March 7, 2022 by 5:00 PM.**

Attachments (Aerial Image and Assessor Maps)

Attachment: Resolution HA 2022-xx Declaring APN 482-161-026 Surplus Property [Revision 3] (5644 : APPROVAL OF RESOLUTIONS

Attachment No. 1

APN 482-161-026



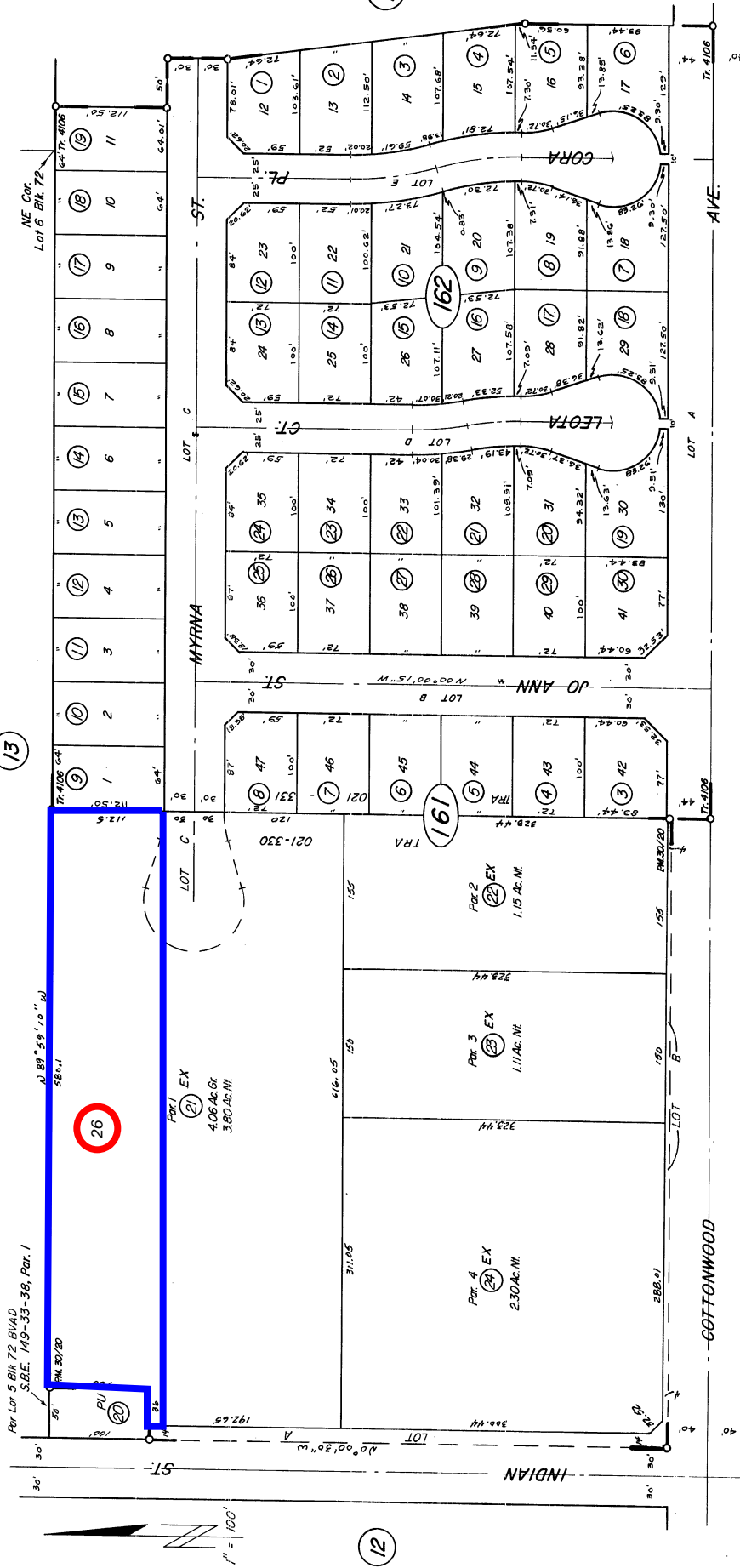
Attachment: Aerial MAP Notice of Availability of Surplus Land 482-161-026 (5644 : APPROVAL OF RESOLUTIONS DECLARING HOUSING

482-16

11-6-3

T.R.A. 021-330  
021-331

POR. N 1/2 SEC. 7, T.3S., R.3W.



DATE	OLD NUMBER
8/79	146-901161-23
3/88	161-002 21-24

64  
 M.B. 11/10 S.B. Bear Valley & Alessandro Development Co.  
 M.B. 66/89-90 Tract No. 4106  
 P.M. 30/20 Parcel Map No. 8073

APRIL 1971

ASSESSOR'S MAP BK 482 PL 16  
 RIVERSIDE COUNTY, CALIF.



## RESOLUTION NO. HA 2022-\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DECLARING PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY (APN 481-270-058) LOCATED ON EUCALYPTUS AVENUE EAST OF HEACOCK STREET IS DESIGNATED AS SURPLUS LAND AND NOT NECESSARY FOR THE AUTHORITY'S USE AT THIS TIME, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS

WHEREAS, this Resolution concerns that certain real property owned in fee by the Moreno Valley Housing Authority (the "Authority") designated as APN 481-270-058 consisting of approximately 1.40 acres of vacant land located on Eucalyptus Avenue east of Heacock Street as more particularly described in Exhibit "A" to this Resolution (the "Authority Land"); and

WHEREAS, pursuant to the California Surplus Land Act, Government Code (the "GC") §§ 54220-54333 (the "Act"), as amended by AB 1486 (Chapter 664, Statutes of 2019; "AB 1486") and Guidelines promulgated thereunder by the California Department of Housing and Community Development (the "HCD") dated as of April 2021 (the "Guidelines"), in order for the Authority Land to be disposed of, whether for the development of affordable housing or otherwise, such land must first be made available under a process set forth in the Act and expounded upon by the Guidelines; that process requires that a notice be given calling for written notices of interest after the public entity owner has designated such land as surplus by the taking of a formal action at a public meeting of such public agency; and

WHEREAS, pursuant to the Act, land is necessary for the Authority's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the Authority, for Authority work or operations, but ignores other traditional core purposes (e.g., creating affordable housing); and

WHEREAS, the Act does not exempt affordable housing-designated land held by housing authorities from the Act's very narrow definition of surplus land, which results in requiring the designation of real property held by housing authorities for the purpose of creating affordable housing as surplus land for the purposes of the Act only; and

WHEREAS, the Authority Land was acquired for the purpose of creating affordable housing and is therefore necessary and essential for the Authority's core uses and purposes and while the goals of the Authority related to creating affordable housing have not changed, the Act together with the Guidelines nevertheless require the conduct of a process calling for written notices of interest; and

WHEREAS, if approved, this Resolution will confirm the Authority's declaration that the Authority Land is surplus (only so far as defined within the Act) and authorize the initiation of the notification process to local public agencies as prescribed by the Act and to housing sponsors as promulgated by HCD pursuant to the Act and the Guidelines; and

WHEREAS, failure to follow the procedure described in the Act and expounded upon by the Guidelines for providing a notice of availability of surplus land and related actions, may subject the Authority to financial and other penalties and measures and may frustrate the ability of the Authority to further its achievement of creating affordable housing; and

WHEREAS, per Moreno Valley Municipal Code, Title 9, Planning and Zoning, Chapter 9.13, Specific Plans, the Authority Land is located within Specific Plan area 204-The Village and is zoned Village Residential (VR); and

WHEREAS, the Act, as expounded upon by the Guidelines, provides that such land shall be declared either surplus land or exempt surplus land before the Authority may take action to dispose of it consistent with the Authority's policies or procedures, even if such disposition is for the Authority's core purpose of creating affordable housing; and

WHEREAS, the Act does not impose any mandates or timeframes with respect to the disposition of real property; and

WHEREAS, GC § 54222, requires the Authority, if it declares land it owns to be surplus and not necessary for the Authority's use (only so far as defined within the Act), to provide written notice thereof to certain local public agencies and housing sponsors (the "Designated Parties"), the form of such notification is included as Exhibit "B" to this Resolution (the "Notification Process"); and

WHEREAS, the Notification Process concerns only the Designated Parties and no other party may receive a notice and no other party may participate in the Notification Process; and

WHEREAS, the Notification Process provides the Designated Parties a 60-day opportunity to request to negotiate for the disposition of the Authority Land consistent with parameters for such negotiations provided by the Act; and

WHEREAS, the Notification Process is not a request for proposals, does not bind the Authority to any Authority Land disposition and does not supersede the applicable provisions of the Moreno Valley Municipal Code Zoning; and

WHEREAS, in addition to the foregoing, the HCD has certain oversight authority over negotiations with Designated Parties, if any, for the purpose of confirming that such negotiations were conducted within the parameters described in the Act; and

WHEREAS, consistent with the foregoing, City Staff recommends that the Authority declare the Authority Land to be surplus and not necessary for the Authority's use (only so far as defined within the Act); and

WHEREAS, approval of this Resolution will confirm the Authority's declaration that the Authority Land is surplus and not necessary for the Authority's use (only so far as defined within the Act) at this time and authorize the initiation of the Notification Process as prescribed by the Act; and

WHEREAS, pursuant to § 15060 (c) (3) of the California Environmental Quality Act (the "CEQA") Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387), approval of this Resolution is exempt from CEQA because the actions described herein will not result in a direct or indirect physical change in the environment and the actions described herein are not a "Project", as defined within § 15378 of the CEQA Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED, by the Governing Board of the Moreno Valley Housing Authority, in regular session assembled on January 4, 2022, in the meeting room of the Board located on the 1<sup>st</sup> floor of City Hall, 14177 Frederick Street, Moreno Valley, California, as follows:

- 1) That the Board hereby finds and declares that the above recitals are true and correct and incorporated as though fully set forth herein.
- 2) The Board hereby declares that the Authority Land is surplus land and not necessary for the Authority's use (only so far as defined within the Act) at this time and authorize the initiation of the Notification Process as prescribed by the Act and as further expounded upon by the Guidelines.
- 3) This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*) (the "CEQA"). City staff has determined that the designation of the Authority Land as surplus (only so far as defined within the Act) does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines § 15060(c)(3) because it is not a project as defined by the CEQA Guidelines § 15378. Adoption of the Resolution does not have the potential for resulting in either a direct or indirect physical change in the environment. If and when the Authority Land is sold or leased and that buyer or lessee proposes a use for the Authority Land that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.
- 4) The City Clerk is directed to file a Notice of Exemption pursuant to CEQA Guidelines § 15062.
- 5) City/Authority Staff, through the City Manager/Executive Director, or designee, are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this

Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include negotiating in good faith in accordance with the requirements of the Act and the Guidelines with any of the Designated Parties that submit a written notice of interest as to the disposition of the Authority Land in compliance with the Act.

- 6) This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED this 4<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Dr. Yxstian Gutierrez  
Chairman, Governing Board of the  
Moreno Valley Housing Authority

ATTEST:

\_\_\_\_\_  
Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven B. Quintanilla, City Attorney

Attachment: Resolution HA 2022-xx Declaring APN 481-270-058 Surplus Property [Revision 3] (5644 : APPROVAL OF RESOLUTIONS

**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. HA 2022 - \_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4<sup>th</sup> day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
Pat Jacquez-Nares, City Clerk

(SEAL)

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

The real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Parcel 3 of Parcel Map Number 28871, as shown on map recorded in Book 194 of Parcel Maps, Pages 50-51, inclusive, in the Office of the Recorder of the County of Riverside, State of California.

**APN 481-270-058**

**EXHIBIT "B"****NOTICE OF AVAILABILITY OF SURPLUS LAND**  
(Via Email)**Date:** January 5, 2022**TO:** Interested Local Agencies and Housing Sponsors**RE:** Notice of Availability of Surplus Land in the City of Moreno Valley Pursuant to California Government Code § 54220, *et seq.*

Pursuant to the provisions of California Government Code § 54220, *et seq.*, the Moreno Valley Housing Authority ("Authority") hereby notifies interested local agencies and housing sponsors ("Designated Parties") of the availability for lease or purchase of the following surplus Authority-owned land ("Property"):

<b>Property Address:</b>	<b>None: Approximately 1.40 acres of vacant land located on the north side of Eucalyptus Avenue, east of Heacock Street</b>
<b>Assessor's Parcel No.:</b>	<b>APN 481-270-058 ("Authority Land")</b>
<b>Zoning:</b>	<b>Specific Plan 204-The Village Residential (VR)</b>
<b>General Plan Designation:</b>	<b>Specific Plan Area 204-The Village</b>
<b>Current Use:</b>	<b>1 vacant lot</b>

Copies of the aerial image and assessor map showing and depicting the Property are attached. per Moreno Valley Municipal Code, Title 9, Planning and Zoning, Chapter 9.13, Specific Plans, the Authority Land is located within Specific Plan area 204-The Village and is zoned Village Residential (VR); which in general provides for an increase in density allowing for 20 Dwelling Units per acre. The Property is vacant and is accessible to Eucalyptus Avenue. In addition, the Designated Parties are also notified that the Property is subject to certain disposition procedures and affordability requirements of the Authority together with those associated with the funding sources used to acquire the parcels comprising the Property.

A Designated Party desiring to purchase or lease the Property for any of the purposes authorized by Government Code § 54222, must file a written notice of interest with the representative designated below by the Designated Parties within **60 days** from the date of this Notice of Availability as confirmed by the date set forth below (since the 60<sup>th</sup> day falls on a weekend, the submission date has been extended to the following Monday). Designated Parties proposing to submit a notice of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code §§ 54220-54234).

Please send written notices of interest via e-mail to:

Dena Heald, Deputy Finance Director, Financial & Management Services  
14177 Frederick Street  
PO Box 88005  
Moreno Valley, California 92552  
[Denah@moval.org](mailto:Denah@moval.org)

**With copies to:**

Resolution HA 2022-\_\_

Steven H. Dukett, Development Consultant to the Authority  
2305 Chicago Avenue  
Riverside, California 92507  
[Sdukett@TKEngineering.com](mailto:Sdukett@TKEngineering.com)

For further information, please contact Mr. Steven H. Dukett, Managing Director of Development Services, TKE Engineering, Inc. (development consultant to Authority), at (909) 967-8205 or [sdukett@TKEngineering.com](mailto:sdukett@TKEngineering.com).

Consistent with the foregoing, the final day to submit a written statement of interest to either lease or purchase the Property is **Monday, March 7, 2022 by 5:00 PM.**

Attachments (Aerial Image and Assessor Map)



Attachment No. 1

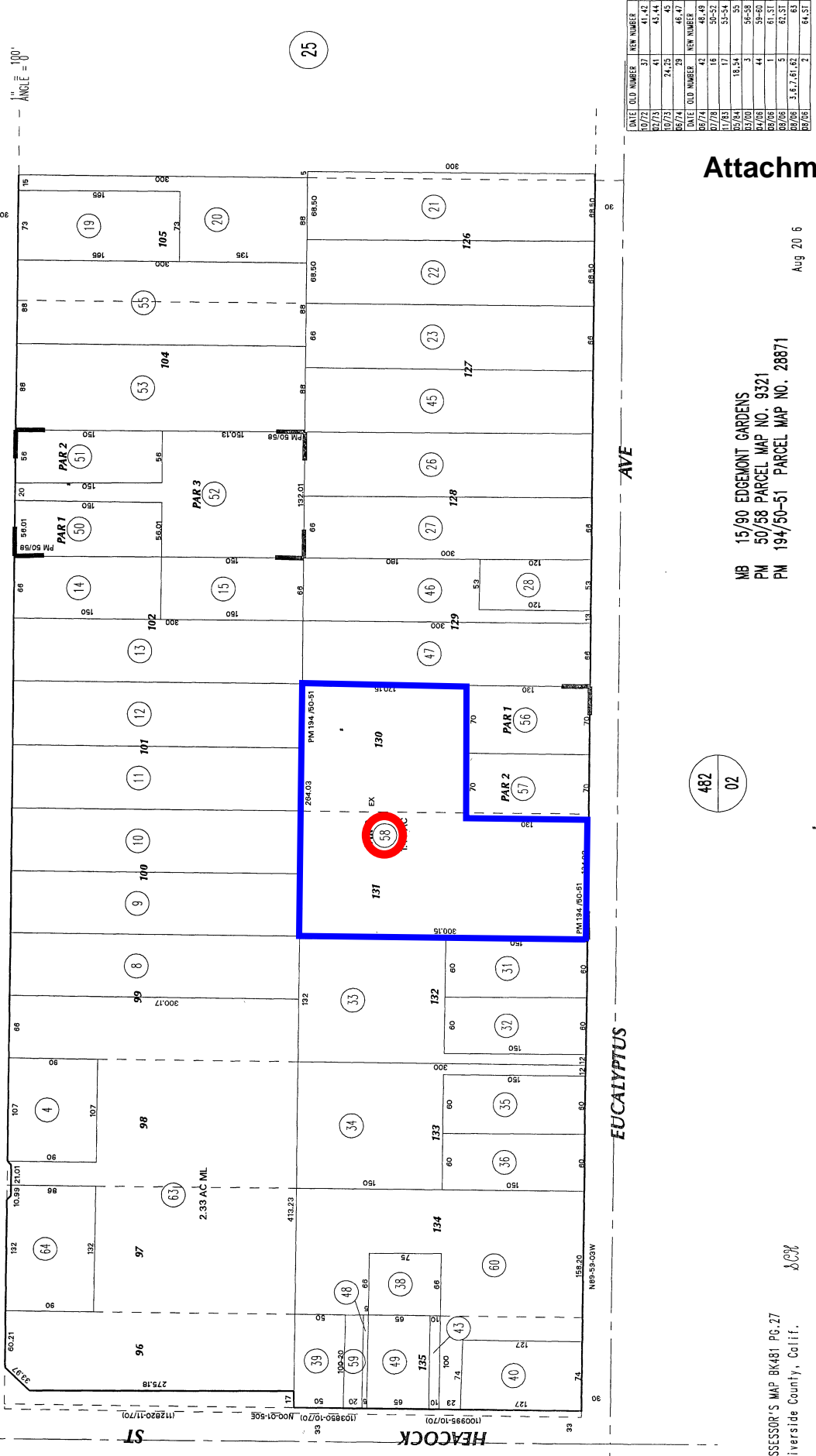
APN 481-270-058



Attachment: Aerial MAP\_Notice of Availability of Surplus Land 481-270-058 (5644 : APPROVAL OF RESOLUTIONS DECLARING HOUSING

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

AUG 17 2006



DATE	OLD NUMBER	NEW NUMBER
10/7/72	37	41-42
10/7/73	41	43-44
10/7/73	24, 25	45
10/7/74	29	46-47
10/7/74	48	49
10/7/74	16	20-27
10/7/74	17	33-34
10/7/74	18, 24	35
10/7/74	3	36-38
10/7/74	4	39-40
10/7/74	1	41-43
10/7/74	5	44-45
10/7/74	5, 6, 7, 8, 9, 10	46-51
10/7/74	2	52

Attachment No. 2

MB 15/90 EDGE MONT GARDENS  
PM 50/58 PARCEL MAP NO. 8321  
PM 194/50-51 PARCEL MAP NO. 28871

Aug 20 6

ASSESSOR'S MAP BK481 PG. 27  
Riverside County, Calif.

J.C.P.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, Assistant City Manager

**AGENDA DATE:** January 4, 2022

**TITLE:** PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING

---

### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bill of the parcel identified herein (Judith Flores, located at 24095 Sunnymead Blvd).
2. Direct the City Clerk to open and count the returned NPDES ballot;
3. Verify and accept the results of the mail ballot proceeding 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 Number as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

### **SUMMARY**

The action before the City Council is to conduct a Public Hearing for one National Pollutant Discharge Elimination System (NPDES) mail ballot proceeding. The process to accept two parcels into the City's NPDES funding program impacts only the property owner identified below, not the general citizens or taxpayers of the City.

### **DISCUSSION**

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES program. The Santa Ana Regional Water Quality Control Board administers the NPDES program through the issuance of a Permit. The NPDES program requires public agencies to obtain coverage under the Permit to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. The City’s current NPDES Permit requires all new development projects to comply with stormwater management requirements.

The City Council originally adopted the NPDES Residential Regulatory Rate on June 10, 2003 and the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate (“Commercial/Industrial Rate”) on January 10, 2006. Each fiscal year, the City Council reviews and sets the rates for the following fiscal year.

As a condition of approval for the development project identified below, the applicant is required to provide an ongoing funding source for the NPDES program. The funding is used to mitigate the increase in costs to the NPDES program, which will be created by their development project.

Property Owner/ Project	Assessor’s Parcel Number	Location	FY 2021/22 Maximum Rate <sup>1</sup>
Judith Flores Cannabis Dispensary PEN20-0093/SBP21-0006	481-120-004 & 481-120-005	24095 Sunnymead Blvd.	\$264.63/parcel Commercial/Industrial Rate
<sup>1</sup> The parcel’s development status will be evaluated, and the applied rate calculated in accordance with the rate schedule, prior to levying the NPDES rate on the property tax roll each year. The applied rate is the amount applied to the property tax bill. It cannot exceed the maximum rate.			

An applicant has two options to satisfy the condition of approval:

1. The property owner approves the NPDES rate and authorizes the City to collect the rate on the annual Riverside County property tax bill through participation in a successful mail ballot proceeding; or
2. The applicant funds an endowment.

The Property Owner listed above elected to have the NPDES rate applied to the annual property tax bill of the property under development. Proposition 218 outlines the process to approve new charges, or an increase to existing charges, on property tax bills, which includes conducting a mail ballot proceeding, noticing requirements, timing of noticing, and providing an opportunity for the property owner to address the City Council (i.e., public comment portion of the Public Hearing). A notice describing the purpose and amount of the charge, including the potential annual inflationary adjustment, and a ballot for the property was mailed to the Property Owner at least 45-days in advance of tonight’s meeting (see Attachment 1). The ballot is due to the City Clerk prior to the close of the Public Hearing. The ballot can be opened and counted, and results announced, at the close of the Public Hearing.

The condition of approval to provide a funding source for the NPDES program will be satisfied with a property owner's approval of the NPDES mail ballot (i.e., marked yes and signed) and City Council acceptance of the results. In the event the ballot is not returned, is not approved, or is invalid (e.g., unmarked or unsigned), this condition of approval will remain unsatisfied and may delay development of the project. In the event more than one mail ballot proceeding is being conducted tonight, each ballot will be counted separately to determine if a property owner approved inclusion of their property in the NPDES funding program.

This action meets the Strategic Plan Priorities to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

### **ALTERNATIVES**

1. Conduct the Public Hearing and upon its close, open, count, and verify the returned ballot and accept the results. *Staff recommends this alternative since it will satisfy the project's condition of approval provided the property owner approves the ballot.*
2. Open the Public Hearing and continue it to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative because it will delay announcement of the ballot results and may delay project development.*
3. Do not conduct the Public Hearing. *Staff does not recommend this alternative since it will delay the condition of approval from being satisfied and may delay project development. The City will incur additional costs to restart the 45-day noticing period.*
4. Do not conduct the Public Hearing at this time but reschedule it to a date specific regularly scheduled City Council meeting. *Staff does not recommend this alternative because it may delay project development and will cause the City to incur additional costs to restart the 45-day noticing period.*

### **FISCAL IMPACT**

Revenue received from the NPDES rate is restricted and can only be used within the stormwater management program. The revenue provides funding to maintain compliance with the unfunded requirements of the Permit. It also offsets stormwater management program expenses, which reduces the financial impact to the General Fund. The NPDES rate is only applied to the property tax bills of parcels where approval of the rate has been authorized through a successful mail ballot proceeding.

The FY 2021/22 maximum Commercial/Industrial Rate is \$264.63 per parcel, and any division thereof. The maximum NPDES rates are subject to an annual inflationary adjustment. However, the annual adjustment cannot be applied unless the City Council annually authorizes such adjustment. The increase to the maximum rate cannot exceed the annual inflationary adjustment without approval of the property owners subject to the charge. The NPDES rate applied to the property tax bill will be based on the development status of the property at the time the applied rates are calculated for the upcoming fiscal year.

## **NOTIFICATION**

The ballot documents were mailed to the Property Owner at least 45-days in advance of the Public Hearing. The documents included a notice, NPDES ballot, applicable NPDES Rate schedule, map of the project area, instructions for marking and returning the ballot, and a postage-paid return envelope addressed to the City Clerk.

The Press-Enterprise published the legal notice for tonight's Public Hearing on December 16, 2021 and December 23, 2021.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Candace E. Cassel  
Special Districts Division Manager

Department Head Approval:  
Brian Mohan  
Assistant City Manager

Concurred By:  
Michael Lloyd, P.E.  
Public Works Director/City Engineer

## **CITY COUNCIL GOALS**

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

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

**ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Ballot Documents - Judith Flores

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/27/21 4:11 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 11:46 AM

Tel: 951.413.3480  
 Fax: 951.413.3170  
 www.moval.org



14177 FREDERICKS STREET  
 P. O. BOX 88005  
 MORENO VALLEY, CA 92552-0805

November 18, 2021

Judith Flores  
 16646 Catalonia Dr.  
 Riverside, CA 92504

**NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE REGULATORY RATE FOR APN(s) 481-120-004 and 481-120-005**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

**Background**

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

**Services Provided**

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

**How is the Amount of the Charge Determined?**

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to exceed the rate previously approved by the property owner.



Notice of Mail Ballot Proceeding for Judith Flores  
November 18, 2021

### **Proposed Charge**

For FY 2021/2022, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$264.63 per parcel. The total amount of the NPDES rates levied for FY 2021/22 was \$712,335.22 for the program as a whole.

### **Annual Adjustment**

Beginning in FY 2022/23, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

### **Duration of the Charge**

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

### **Public Hearing**

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

#### **Public Hearing**

**Tuesday, January 4, 2022**

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if the Charge is Approved**

Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

### **Effect if the Charge is Not Approved**

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not** satisfy the Land Development Division's Condition of Approval to provide a funding source for

Notice of Mail Ballot Proceeding for Judith Flores  
November 18, 2021

the NPDES financial program. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

### Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division’s Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

### For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City’s Special Districts Division at 951.413.3470 or via email at [IsaRo@moval.org](mailto:IsaRo@moval.org) or [SDAdmin@moval.org](mailto:SDAdmin@moval.org) during the City’s business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division’s Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at [landdevelopment@moval.org](mailto:landdevelopment@moval.org) during the City’s business hours.

The City’s business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

### Completing Your Ballot

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk’s office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk’s office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **January 4, 2022**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.







### Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;

Notice of Mail Ballot Proceeding for Judith Flores  
November 18, 2021

-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT  
for Assessor's Parcel Number (APN)  
481-120-004 and 481-120-005  
National Pollutant Discharge Elimination System (NPDES)  
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate**

**YES\*** — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2021/22, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$264.63 per parcel, a combined total of \$529.26 for the APNs. This calculation is based on the current parcel configuration; the actual annual amount levied will be determined at the time the levy is calculated. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2022/23, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

**NO\*\*** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2021/22 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	2	\$264.63

Each Assessor's Parcel Number equals 1 Weighted Ballot.

**I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.**

\_\_\_\_\_  
SIGNATURE OF PROPERTY OWNER

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on January 4, 2022, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.**

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee. For administrative convenience, all parcels for your project have been combined on one ballot. If you prefer to have a separate ballot for each APN please call 951.413.3470 to request separate ballots.

**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006


LEVEL 1		LEVEL II			
<b>NPDES Administration</b>		<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>			
<i>(Not covered by CSA 152)</i>					
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>			
<p><b>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</b></p>					
<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>	<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>
	\$3.86	\$46.26		\$18.20	\$218.36

- Inflation Factor Adjustments**  
 FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)  
 FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)  
 FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)  
 FY 2009/2010 - no change = (\$35.00 & \$170.00)  
 FY 2010/2011 - no change = (\$35.00 & \$170.00)  
 FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)  
 FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)  
 FY 2013/2014 - 2.0% = (\$38.00 & \$185.00)  
 FY 2014/2015 - 1.14% = (\$39.52 & \$186.49)  
 FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)  
 FY 2016/2017 - 2.03% = (\$40.62 & \$191.66)  
 FY 2017/2018 - 1.97% = (\$41.42 & \$195.44)  
 FY 2018/2019 - 3.61% = (\$42.90 & \$202.48)  
 FY 2019/2020 - 3.24% = (\$44.30 & \$209.40)  
 FY 2020/2021 - 2.96% = (\$45.60 & \$215.24)  
 FY 2021/2022 - 1.45% = (\$46.26 & \$218.36)

# Judith Flores Dispensary, It's 4:20 Time PEN20-0093

### APN

 481120004

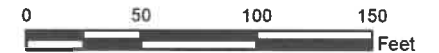
 481120005

 Roads

 Parcels

 City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of November 17, 2021.



G:\Divisions\SpecialDist\2021\DigitalImages\SDStaffExhibits\PEN20-0093.1

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold. Imagery Credit: Nearmap



Attachment: Ballot Documents - Judith Flores (5629 : PUBLIC HEARING FOR ONE NATIONAL





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Manuel A. Mancha, Community Development Director

**AGENDA DATE:** January 4, 2022

**TITLE:** INTRODUCE AND CONDUCT THE FIRST READING OF AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 9 PLANNING AND ZONING INCLUDING CHAPTER 9.02 PERMITS AND APPROVALS, CHAPTER 9.03 RESIDENTIAL DISTRICTS, CHAPTER 9.05 INDUSTRIAL DISTRICTS, CHAPTER 9.07 SPECIAL DISTRICTS, CHAPTER 9.08 GENERAL DEVELOPMENT STANDARDS, CHAPTER 9.09 SPECIFIC USE DEVELOPMENT STANDARDS, CHAPTER 9.11 PARKING, PEDESTRIAN AND LOADING REQUIREMENTS, CHAPTER 9.14 LAND DIVISIONS, CHAPTER 9.15 DEFINITIONS, CHAPTER 9.16 DESIGN GUIDELINES, AND CHAPTER 9.17 LANDSCAPE AND WATER EFFICIENCY REQUIREMENTS

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Introduce and conduct the first reading of Ordinance No. XXX amending Sections 9.02.200, 9.02.230, 9.03.040, 9.03.050, 9.05.040, 9.07.080, 9.08.150, 9.08.260, 9.08.270, 9.08.280, 9.09.130, 9.11.040, 9.14.050, 9.15.030, 9.16.150, and 9.17.040 to Title 9 of the City of Moreno Valley Municipal Code to provide updates that comply with State requirements related to housing and housing production, streamline Code requirements to provide flexibility and clarity regarding existing requirements, and to streamline certain processes, and provide for other minor clarifications and clean-up items; and
2. Schedule the second reading and adoption of Ordinance No. XXX for the next regular Council meeting.

### **SUMMARY**

This report recommends the adoption of an Ordinance to amend various sections of Title 9 (Planning and Zoning) of the Moreno Valley Municipal Code that address the following matters:

- A. Updates to comply with new State requirements related to housing and increasing housing production, such as adopting a comprehensive update of standards for Accessory Dwelling Units and Density Bonus requirements.
- B. Amendments to streamline requirements to provide flexibility and clarity regarding existing requirements and to streamline certain processes.
- C. Other minor clarifications and clean-up items.

## **DISCUSSION**

On December 9, 2021, the Planning Commission reviewed the proposed amendments and unanimously voted to recommend approvals to the City Council. The discussion among the Planning Commission primarily focused on the proposed amendments regarding parkway maintenance. The Planning Commission did not make any modification to the proposed amendments.

## **PROJECT DESCRIPTION**

The discussion of the sections below corresponds to the order of the text amendments set forth in the attached Ordinance.

### **Section 9.02.200 (Noticing for the blind, aged, and disabled communities)**

This proposed Amendment will add language to Section 9.02.200 to address Government Code section 65090 noticing for drive-throughs. The amendment addresses the State requirement that the local agency shall incorporate, where necessary, notice procedures for the blind, aged, and disabled communities in order to facilitate their participation in the decision-making process related to proposed drive-through projects since drive-throughs are viewed as a valuable amenity for the disabled community. This has been addressed by identifying that such notices will be sent to the City Senior Center and other agencies and non-profit entities that provide services to the blind, aged, and disabled communities within the City.

### **9.02.230(C)(3) (Lapse of Approvals and Extensions of Time)**

The Subdivision Map Act of the State of California allows Tentative Maps to be extended up to six years beyond the initial approval. Section 9.02.230(C)(3) is being amended to be consistent with the Subdivision Map Act.

### **9.03.040 (Minimum Lot Size) and Table 9.03.040-7 (Minimum Unit Size)**

#### **Lot Size**

In order to address the State Department of Housing and Community Development (HCD) comments on the Housing Element regarding the City's development standards for lot size, staff researched further the City's standards for lot size and unit size. The minimum lot size currently identified in the Municipal Code for multi-family zones is one



acre. Staff concluded that clarification is needed in the Municipal Code to clarify that existing multi-family parcels under one acre in size (“legal nonconforming”) can be developed under the multi-family zoning standards regardless of their size. Although this was already the intent and interpretation by staff, this clarification should satisfactorily address State HCD’s comments.

### Unit Size

Title 9 currently specifies minimum dwelling unit sizes in multiple-family projects. This was a concern of the State Department of Housing and Community Development (HCD); therefore, the existing minimum unit sizes have been will be deleted.

### **Section 9.03.050 (Density Bonus Program for Affordable Housing)**

The proposed updates to the Density Bonus section (Density Bonus Program for Affordable Housing) have been prepared to address recent changes in the State’s Density Bonus Law and will replace the current section in its entirety. Since Density Bonus provisions are a State-mandated program, it is necessary to update Title 9 of the Municipal Code to be consistent with recent State legislation regarding Density Bonus.

The key pieces of legislation requiring the update were AB 168 and AB 2345. The new legislation, which took effect on January 1, 2021, provides that up to a 50% Density Bonus may be granted to housing projects consisting of a mix of affordable and market-rate homes, which is up from the previous maximum of 35% for mixed-income properties. This section is also updated to include Density Bonuses for housing developments for foster youth, disabled veterans, and college students. The legislation also allows qualifying developers, as a matter of right, to obtain lower parking space requirements than would otherwise be required by local standards.

As specified by State law, cities and counties are required to grant a Density Bonus and other incentives or concessions to housing projects, which contain one of the following:

- At least 5% of the housing units are restricted to very low-income residents.
- At least 10% of the housing units are restricted to lower-income residents.
- At least 10% of the housing units in a for-sale common interest development are restricted to moderate-income residents.
- 100% of the housing units (other than manager’s units) are restricted to very-low, lower and moderate-income residents (with a maximum of 20% moderate).
- At least 10% of the housing units are for transitional foster youth, disabled veterans, or homeless persons, with rents restricted at the very low-income level.
- At least 20% of the housing units are for low-income college students in housing dedicated for full-time students at accredited colleges.
- The project donates at least one acre of land to the city or county for very low-income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.
- The project is a senior citizen housing development (no affordable units required).

- The project is an age-restricted (e.g., 55 years plus) mobile home park (no affordable units required).

The amount of the Density Bonus is set on a sliding scale based upon the percentage of affordable units at each income level. The maximum Density Bonus amounts for very low, lower, and moderate-income housing were increased by legislation approved in 2020. Staff has developed a Density Bonus table to be consistent with State law. Rather than include the table in Title 9, Section 9.03.050 references that the table is on file with the Community Development Department staff. This makes the Municipal Code section easier to use to facilitate affordable housing production.

#### **9.05.040 (LEED Equivalency for Industrial Development)**

The amendment will require industrial buildings larger than 50,000 square feet to be designed and constructed to meet the equivalent of LEED Silver. The requirement will further the implementation of the City's recently adopted Climate Action Plan by promoting the use of energy-efficient industrial buildings (Strategy I-1). The standard is similar to a number of other cities that require the equivalent of LEED Silver for industrial buildings.

#### **9.07.080, 9.08.150(C), and 9.08.260 (Minor Corrections)**

These amendments include minor revisions to various sections of Title 9 to replace several references to "Community and Economic Development Director" with "Community Development Director" to be consistent with the current title of the position. Also, Section 9.08.150 will be amended to eliminate the reference to a Public Works trash enclosure standard.

#### **9.08.270 (Security Plan and On-site Security Requirements)**

This amendment adds a section to Chapter 9.08 General Development Standards. The standards will require a detailed security plan for commercial centers larger than two acres and multi-family projects of 51 dwelling units or more. The new section identifies certain requirements to provide an additional level of security for residents and visitors.

#### **9.08.280 (Maintenance of Parkways by Property Owners)**

This amendment adds a section to Chapter 9.08 General Development standards. The new section will require an encroachment permit to require developers to maintain landscape areas that are within the right-of-way, and also maintain any areas along their frontages (eg. Caltrans right-of-way). With regard to the landscaping along right-of-way frontages, there has always been an expectation that these areas will be maintained by the property owner unless otherwise specified in the conditions of approval. The requirement for the encroachment permit will ensure that responsibility for landscape maintenance is clear, which will help ensure that the City's parkways and freeway corridors are well maintained and inviting to residents and visitors to the City.

#### **9.09.130 Accessory Dwelling Units**

This comprehensive amendment to the Accessory Dwelling Unit section (Section 9.09.130) is necessary to address a number of State legislative bills that became effective in the last three years. The revisions to State law addressing accessory dwelling units were addressed in seven State legislative bills that modified various sections of State law aimed at furthering affordable housing production.

The proposed amendments address State law and clarify the requirements for accessory dwelling units proposed within the City. As many residents have an interest in developing an accessory dwelling unit, an effort has been made to simplify the requirements as much as possible while meeting the State's development standards and process mandates as they related to Accessory Dwelling Units. Towards this end, this section will include tables to help assist in understanding and applying the applicable requirements.

Some of the key requirements of the State law that are addressed by the City's amendments to Section 9.09.130 include the following:

- Requires ministerial approval of an application for a building permit within a residential or mixed-use zone to create one Accessory Dwelling Unit (ADU) and one Junior Accessory Dwelling Unit (JADU) per lot within the proposed or existing single-family dwelling if certain requirements are satisfied.
- Allows a permitted JADU to be constructed within the walls of the proposed or existing single-family residence.
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom and requires approval of a permit to build an ADU of up to 800 square feet.
- Clarifies that when ADUs are created through the conversion of a garage, carport or covered parking structure, replacement of off-street parking spaces cannot be required by the local agency.
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days.
- Establishes impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees.

#### **Table 9.11.040B-12 Parking, Pedestrian and Loading Requirements**

Based on staff's recent experience with the development of several hotels, designated RV parking spaces are not necessary given the current standard of parking for a hotel site. Therefore, Table 9.11.040B-12 is proposed to be modified to remove the provisions mandating the inclusion of RV parking spaces for hotels.

#### **9.14.050.E.1. Residential and Mixed-Use Parcel Maps**

This amendment modifies the language in Section 9.14.050 to allow residential and mixed-use parcel maps to be approved administratively. This change is necessary in order for the City to comply with recent changes to State law (SB 9) that will become in effect on January 1, 2022.

### **9.15.030 Definitions**

Section 9.15.030 has been updated to add the definition of a hotel, consistent with the definition of “hotel” in Section 3.24.020 of the Municipal Code, and to modify and add definitions related to the comprehensive update of the requirements for accessory dwelling units (Section 9.09.130).

### **9.16.150 Commercial (retail, office, mixed-use) section from Chapter 9.16 Design Guidelines**

This amendment to Section 9.16.150 specifies that hotels over four stories shall include rooftop amenities such as restaurants, bars, swimming pools, or other amenities. The intent is to establish a high standard for future hotels to ensure that hotels have amenities that would be in step with the quality of future commercial development within the Downtown Center and throughout the City.

### **9.17.140 Freeway frontage**

This amendment is related to the Section 9.08.280 (landscape maintenance) amendment previously discussed. This amendment specifies that if the freeway right-of-way is not landscaped, the property owner shall maintain the right-of-way along their frontage in a manner that is free of weeds, vegetative debris, and refuse. This will help ensure that the areas along State Route 60 are maintained in a manner that will further aesthetics and health and safety.

## **ENVIRONMENTAL**

The proposed Municipal Code Amendments are exempt from the California Environmental Quality Act. The proposed updates addressing accessory dwelling units qualify as a statutory exemption under Section 15282(h) of the California Environmental Quality Act guidelines, and all of the other proposed amendments are exempt from the California Environmental Quality Act in accordance with Section 15061(b)(3) of the CEQA Guidelines in that the amendments involve general policy and procedure making, and it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment.

## **ALTERNATIVES**

Alternatives to be considered include the following:

1. Approve the proposed Recommended Actions as set forth in this staff report. *Staff recommends this alternative.*
2. Do not approve the proposed Recommended Actions as set forth in this staff report. *Staff does not recommend this alternative as the Municipal Code would not be consistent with State requirements for Accessory Dwelling Units and Density Bonus requirements.*

## **FISCAL IMPACT**

There is no fiscal impact with the recommended actions.

## **NOTIFICATION**

The public hearing notice for this Project was published in the local newspaper on December 24, 2021, and emailed to all parties who requested notification.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Chris Ormsby, AICP  
Senior Planner

Department Head Approval:  
Manuel A. Mancha  
Community Development Director

Concurred By:  
Sean P. Kelleher  
Planning Official

## **CITY COUNCIL GOALS**

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

## **ATTACHMENTS**

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. Attachment 1 CC ordinance - PEN21-0073
2. Exhibit A to Ordinance - Density Bonus Table
3. 2021 Code Amendment Strikeout Underline format

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/28/21 3:38 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	12/28/21 5:59 PM

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING VARIOUS SECTIONS WITHIN TITLE 9 (PLANNING AND ZONING), INCLUDING CHAPTER 9.02 (PERMITS AND APPROVALS), CHAPTER 9.03 (RESIDENTIAL DISTRICTS), CHAPTER 9.05 (INDUSTRIAL DISTRICTS), CHAPTER 9.07 (SPECIAL DISTRICTS), CHAPTER 9.08 (GENERAL DEVELOPMENT STANDARDS), CHAPTER 9.09 (SPECIFIC USE DEVELOPMENT STANDARDS), CHAPTER 9.11 (PARKING, PEDESTRIAN AND LOADING REQUIREMENTS), CHAPTER 9.14 (LAND DIVISIONS), CHAPTER 9.15 (DEFINITIONS), CHAPTER 9.16 (DESIGN GUIDELINES), AND CHAPTER 9.17 (LANDSCAPE AND WATER EFFICIENCY REQUIREMENTS)**

**WHEREAS**, the City of Moreno Valley is a General Law city organized pursuant to Article XI of the California Constitution; and

**WHEREAS**, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health and safety; and

**WHEREAS**, the proposed Municipal Code Amendments as set forth in this Ordinance revises various sections of Title 9 Planning and Zoning; and

**WHEREAS**, the proposed Municipal Code Amendments include revisions to certain provisions of Chapter 9.02 (Permits and Approvals), Chapter 9.03 (Residential Districts), Chapter 9.05 (Industrial Districts), Chapter 9.07 (Special Districts), Chapter 9.08 (General Development Standards), Chapter 9.09 (Specific Use Development Standards), Chapter 9.11 (Parking, Pedestrian and Loading Requirements), Chapter 9.14 (Land Divisions), Chapter 9.15 (Definitions), Chapter 9.16 (Design Guidelines), and Chapter 9.17 (Landscape and Water Efficiency Requirements); and

**WHEREAS**, the intent of the revisions is to provide some flexibility and clarity regarding existing requirements and to streamline certain entitlement procedures in order to promote economic development within the City as well as provide updates consistent with recent changes in State law, which include the updated sections related to accessory dwelling units and density bonus; and

**WHEREAS**, the proposed Municipal Code Amendments will also make it less costly for the public with respect to processing certain entitlements; and

**WHEREAS**, the proposed Municipal Code Amendments are exempt from the California Environmental Quality Act in that the proposed updates addressing accessory dwelling units qualify as a statutory exemption under Section 15282(h) of the California Environmental Quality Act Guidelines, and all of the other proposed amendments are exempt from the California Environmental Quality Act in accordance with Section 15061(b)(3) of the CEQA Guidelines in that the amendments involve general policy and procedure making, and it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:**

**Section 1. RECITALS**

That the above recitals are true and correct and are incorporated herein as though set forth at length herein.

**Section 2. AUTHORITY**

That this Ordinance is adopted pursuant to the authority granted by Article 11, Section 7 of the Constitution of the State of California and California Government Code Section 37100 and it is not intended to be duplicative of state law, or be preempted by state legislation.

**Section 3. AMENDMENT OF TITLE 9 (ZONING) OF THE MORENO VALLEY MUNICIPAL**

That Title 9 (Zoning) of the Municipal Code is hereby amended as follows:

**9.02.200 Public hearing and notification procedures.**

- A. Purpose. This section defines procedures for conducting public hearings for applications pursuant to this title unless otherwise specified in this title. The purpose of this section is to ensure public awareness and full and open public discussion and debate regarding proposed actions pursuant to this title.
- B. Public Hearing Date.
1. Where required by state law, and unless otherwise specified in this title, a public hearing on any application shall be scheduled before the planning commission, on the earliest appropriate date.
  2. A public hearing upon an application shall be heard before the appropriate hearing body when:
    - a. The community development director has determined that the application complies with all applicable ordinances and requirements of the city; and
    - b. All procedures required by the city's rules and procedures for the implementation of the California Environmental Quality Act to hear a matter has been completed.
- C. Notice of Hearing. Whenever a public hearing is prescribed in this title, notice of public hearings shall be given by:
1. Publication in a newspaper of general circulation within the city at least ten (10) calendar days prior to the public hearing;
  2. Mailing, at least ten (10) calendar days prior to the public hearing, to all owners of property within a radius of six hundred (600) feet from the exterior boundaries of the property involved in the application. For this purpose, the last known name and address of each property owner, as contained in the records of the latest equalized Riverside County assessor rolls, shall be used. If the number of owners to whom notice would be mailed or delivered pursuant to this subsection is greater than one



thousand (1,000), in lieu of mailed or delivered notice, notice may be provided by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation in the city at least ten (10) days prior to the hearing;

3. Mailing, at least ten (10) calendar days prior to the public hearing, or delivering at least ten (10) calendar days prior to the public hearing, to each local agency expected to provide water, sewer, schools, or other essential services or facilities to the project whose ability to provide those facilities and services may be significantly affected;
4. Mailing, at least ten (10) calendar days prior to the public hearing, or delivering at least ten (10) calendar days prior to the public hearing, to the owner of the subject real property or to the owner's duly authorized agent, to the project applicant and the applicant's authorized representative, if any;
5. Mailing, at least ten (10) calendar days prior to the public hearing, to any person who has filed a written request with the community development director and has provided the community development director with a self-addressed stamped envelope for that purpose;
6. For a proposed conversion of residential real property to a condominium project, community apartment project, or stock cooperative project, such notice shall also be given by mail to each tenant of the subject property, and, in addition to notice of the time and place of the public hearing, shall include notification of the tenant's right to appear and the right to be heard;
7. Whenever a hearing is held regarding a permit for a drive-through or modification of an existing drive-through facility permit, the City shall provide notice to the blind, aged, and disabled communities in order to facilitate their participation in any hearing on, or appeal of the denial of, a drive-through facility permit. This shall include a notice sent to the City Senior Center and other agencies and non-profit entities that provide services to the blind, aged, and disabled communities within the City.
8. The community development director may require that additional notice of the hearing be given in any other manner deemed necessary or desirable by the director or the director's representative to ensure that all notice requirements provided by law for the proposal are complied with;
9. The public review period for a draft EIR shall not be less than thirty (30) days nor should it be longer than sixty (60) days, except under unusual circumstances. When a draft EIR is submitted to the State Clearinghouse for review by state agencies, the public review period shall not be less than forty-five (45) days, unless a shorter period, not less than thirty (30) days, is approved by the State Clearinghouse.  
The public review period for a proposed negative declaration or mitigated negative declaration shall be not less than twenty (20) days. When a proposed negative declaration or mitigated negative declaration is submitted to the State Clearinghouse for review by state agencies, the public review period shall not be less than thirty (30) days, unless a shorter period, not less than twenty (20) days, is approved by the State Clearinghouse;
10. All notices of public hearings shall include a description of the project, the identity

of the hearing body or officer(s), shall describe the property, and the date, time and place of the scheduled hearing, a statement that application and associated documents and environmental review are available for public inspection at a specified location, and the manner in which additional information and/or testimony may be received.

- D. Conduct of Public Hearings.
  - 1. Public hearings held pursuant to the provisions of this title shall be held according to such public hearing rules as the planning commission and city council may, from time to time, adopt.
  - 2. The chairperson of the planning commission and mayor may require that witnesses be sworn.
- E. Proceeding Before the City Council. Where the authority for approval is not vested solely with the city council, the decision of the planning commission is considered final and no decision by the city council is required unless an appeal is filed or, prior to the end of the appeal period, the city council assumes jurisdiction by the request of any member thereof.

### **9.02.230 Lapse of approvals and extensions of time.**

- A. Lapse of Approvals: Projects Not Subject to the Subdivision Map Act. Approvals for projects not subject to the Subdivision Map Act shall lapse and become void thirty-six (36) months from the approval date, unless a different expiration date is specifically established as a condition of approval to the extent permitted by law. The project approval shall not lapse while a valid building permit is in effect in reliance upon the approved entitlement and substantial construction has been commenced and diligently pursued toward completion or the approved use has fully commenced. Construction and/or occupancy of each phase of a multiple phase project shall automatically extend the date of expiration for three years, but not beyond nine years from the original date of approval. Additional extensions may be granted as provided in subsection (C)(3) of this section.
- B. Lapse of Approvals: Projects Subject to the Subdivision Map Act. Approved or conditionally approved tentative parcel or tract maps, including vesting tentative parcel or tract maps, shall expire thirty-six (36) months from the approval date.
- C. Extensions of Time.
  - 1. Authority. An extension of time may be granted for projects approved under Section 9.02.030 of this chapter, where substantial construction has not yet commenced or has not been completed or where the property has not yet been occupied and the approved use fully commenced. Except as otherwise provided herein, authority for approval of an extension of time shall be vested with the community development director. The planning commission shall review an extension of time application when:
    - a. The applicant requests review by the planning commission; or
    - b. There is a proposed change to the conditions of approval which would conflict with the original conditions of approval and/or the original environmental determination for the project.
  - 2. Submittal of Extension Requests.

- a. Extension requests for projects not subject to the Subdivision Map Act shall only be considered if filed with the community development department no more than sixty (60) days prior to the expiration date of the permit or approval.
- b. A subdivider may request an extension for projects subject to the Subdivision Map Act by written application to the community development director in accordance with the provisions of the Subdivision Map Act and Chapter 9.14 of this title.
- 3. Time Limits on Extensions. One or more extensions of three years or less may be allowed, except that land divisions shall not be extended more than six years or as otherwise provided by law.
- 4. Circumstances Under Which Extensions May be Granted. An extension of time of a project may be granted if all incurred city fees have been paid and the decision-making authority can make the required findings specified in this title for approval of such a project. This shall not necessarily be construed to prohibit approval of an extension of time for a project that is nonconforming with respect to design standards. Extensions of approved land divisions shall be reviewed in accordance with Section 9.14.080(C) of this title.

**9.03.040 Residential site development standards.**

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

**A. Rural Residential Requirements.**

- 1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.
  - a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

- b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.
- c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten

(10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac x 0.10 du/ac plus 5 ac x 0.20 du/ac).

- 2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.
- 3. Subdivision Design and Future Land Divisions.
  - a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.
  - b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.
- 4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.
- 5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	Standards
Under 40,000 s.f.	R2 district standards
40,000 s.f. or greater	R1 district standards

- 6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.
- B. Hillside Residential Requirements.
- 1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

## a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

- b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The community development director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.
- c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac x 0.25 du/ac plus 5 ac x 0.10 du/ac).
2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.
3. Subdivision Design and Future Land Divisions.
- a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.
- b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.
4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

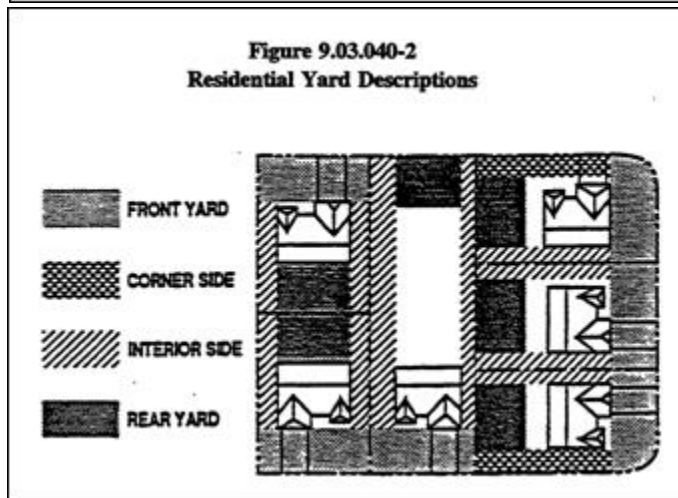
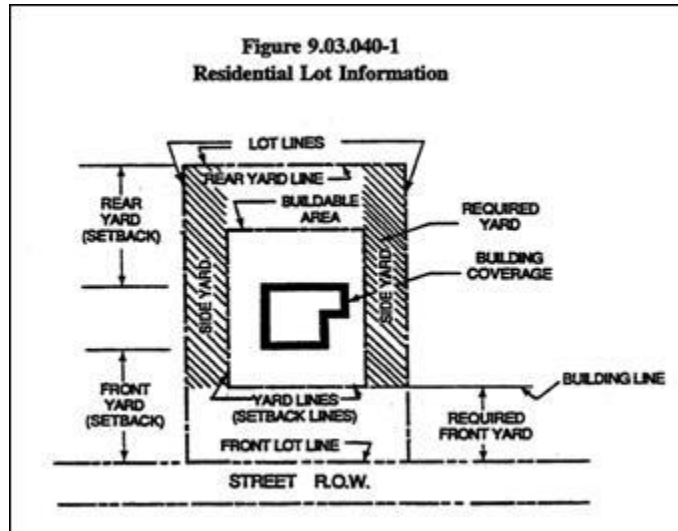
Lot Size	Standards
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	Standards
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large, padded building areas.
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

- C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.
1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).
  2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.
  - b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.
  3. Slope Mapping Method.

- a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.
  - b. In preparing a slope map, those portions of ravines, ridges and terraces of less area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.
- D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.



**Table 9.03.040-6  
Residential Site Development Standards  
Single-Family Standards**

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages						10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	15
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

\* The term "DUs" means dwelling units.  
 \*\* The term "K" means thousands.  
 \*\*\* See Section 9.08.030 regarding accessory structures and room additions.

**Notes to Residential Site Development Standards Table 9.03.040-6.**

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.
2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.
3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.
4. The minimum front yard setback from private streets within the R1, R2 and R3 districts shall be fifty-five (55) feet measured from the center line of the street. The minimum front yard setback from private streets within the R5 district shall be fifty (50) feet measured from the center line of said street.

**Table 9.03.040-7  
 Residential Site Development Standards  
 Multifamily Standards**

Attachment: Attachment 1 CC ordinance - PEN21-0073 [Revision 3] (5658 : Municipal Code Amendments amending various sections of Title 9)



Requirement	R10	R15	R20	R30
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)**	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in ft.	200	200	200	200
4. Minimum lot depth in ft.	175	175	175	175
5. Minimum front yard setback, in ft.	20	25	30	30
6. Minimum side yard setback, in ft.				
Interior side yard	10	10	10	10 ft. plus 2 ft. for every 5 ft. in height over 30 ft.
Street side yard	20	20	20	20
7. Minimum rear yard setback, in ft.	15	20	25	10 ft. plus 2 ft. for every 5 ft. in height over 30 ft.
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in ft.	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in ft. (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

\* The term "DUs" means dwelling units.

\*\* Minimum lot size only applies to newly subdivided multi-family lots; existing lots can be developed under the multi-family development standards

#### E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.
2. In the R2, RA2, R3 and R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.
3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.
4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:
  - a. Front porches;
  - b. Automatic garage door openers;
  - c. Electronic security systems.
5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable

common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.
  7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.
- F. Special Multiple-Family Residential Development Standards.
1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.
  2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.
  3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.
  4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.
  5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately of plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with pervious surfaces where feasible to reduce run off.
  6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between

such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The community development director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

- 7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.
- 8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.
- 9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

**Table 9.03.040-8**

<b>Designation</b>	<b>Minimum Density*</b>	<b>Maximum Density</b>
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

\* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

**G. General Multiple-Family Guidelines.**

- 1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.
- 2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.
- 3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.
- 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.
- 5. Open parking areas should be clustered and treated as landscaped plazas and courts.
- 6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.
- 7. No more than four units for a two-story structure should be served by one entry.
- 8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.
- 9. Common open space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.

10. Individual units should have a porch or porch-like space at the front door.
11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.
12. Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.
13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.
14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.
15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to post office guidelines.
16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.
17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.
18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.
19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.
20. Multiple-family projects warrant special design considerations, including:
  - a. Intimate, shaded outdoor seating areas;
  - b. A network of pathways, providing interesting walking experiences;
  - c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;
  - d. Convenient and attractive access to transit, including porte cocheres, information kiosks, seating areas and water elements;
  - e. Security;
  - f. Direct ambulance access (senior housing projects);
  - g. Parking close to units;
  - h. Elevators (senior housing projects).
21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.
22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.
23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.
24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.
26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.
27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

### **9.03.050 Density bonus program for affordable housing.**

- A. Purpose and Intent. This section is adopted pursuant to the provisions of California Government Code Sections 65915 through 65918, as they now exist or may hereafter be amended. The purpose of adopting this section is to encourage affordable housing by providing the incentive of increased density and such other incentives provided in this chapter. The provisions of this chapter are intended to comply with California Government Code Sections 65915 through 65918. In the event that any provision of this chapter conflicts with California Government Code Sections 65915 through 65918, state law shall control over the conflicting provision.
- B. Applicability. A housing development as defined in this section and Government Code section 65915 shall be eligible for a density bonus and other incentives that are provided by State Density Bonus Law when the applicant agrees to construct low, very-low, senior or moderate income housing units or units intended to serve transitional foster youth, disabled veterans, and lower income students as specified in this Section, and State Density Bonus Law.
- C. Application Requirements. A density bonus may be approved pursuant to an application for approval of a density bonus, provided the request complies with the provisions of this chapter. An application for a density bonus incentive, concession, waiver, or modifications of development standards pursuant to this Chapter shall be submitted with the first application for approval of a housing development and processed concurrently with all other applications required for the housing development. The application shall be submitted on a form prescribed by the City and shall include at least the following information:
  1. A site plan that identifies all units in the project including the location of the affordable units and the bonus units.
  2. A narrative briefly describing the housing development and shall include information on:
    - a. The number of units permitted under the General Plan;
    - b. The total number of units proposed in the project including the floor area, and the number of bedrooms and bathrooms associated with each dwelling unit. Density bonus units shall have at least the same distribution of bedrooms as the market rate units in the development. Density bonus units shall be constructed concurrently with the construction of market rate units;
    - c. Target income of affordable housing units and proposals for ensuring affordability;
    - d. The number of bonus units requested based on Section E.3 of this Chapter

3. Description of any requested incentives, concessions, waivers or modifications of development standards. For all incentives and concessions that are not included within the menu of incentives/concessions set forth in Sections G and H, the application shall include a pro forma providing evidence that the requested incentives and concessions result in identifiable, financially sufficient, and actual cost reductions. The cost of reviewing any required pro forma or other financial data submitted as part of the application in support of a request for an incentive/concession or waiver/modification of developments standard, including, but not limited to, the cost to the City of hiring a consultant to review said financial data, shall be borne by the developer. The pro forma shall include all of the following items:
    - a. The actual cost reduction achieved through the incentive;
    - b. Evidence that the cost reduction allows the applicant to provide affordable units or affordable sales prices; and
    - c. Other information requested by the Community Development Director. The Community Development Director may require any pro forma include information regarding capital costs, equity investment, debt service, projected revenues, operating expenses, and such other information as is required to evaluate the pro forma.
  4. Any such additional information in support of a request for a density bonus as may be requested by the Community Development Director.
- D. Eligibility for Bonus. A developer of a housing development containing five or more units may qualify for a density bonus and at least one other incentive as provided by this chapter if the developer does one of the following:
1. Agrees to construct and maintain at least five (5) percent of the units dedicated to very low income households;
  2. Agrees to construct and maintain at least 10 percent of the units dedicated to lower income households;
  3. Agrees to construct and maintain at least 10 percent of the units in a common interest development (as defined in Section 4100 of the California Civil Code) dedicated to moderate income households, provided that all units in the development are offered to the public for purchase;
  4. Agrees to construct and maintain a senior citizen housing development, as defined in Section 9.09.150 of this chapter, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code;
  5. Land Donations. An applicant for a tentative subdivision map, parcel map, or other residential development approval that donates land to the City in accordance with Government Code Section 65915(g) shall be eligible for a density bonus in accordance with the terms and conditions of Government Code Section 65915(g);
  6. Includes a qualifying child care facility as described in the “Child care facility requirements” Section J of this Section in addition to providing housing as described in subsections 1 through 3 of this section;
  7. Agree to construct and maintain at least 10 percent of the units of a housing development for transitional foster youth, as defined in Section 66025.9 of the California Education Code; disabled veterans, as defined in Section 18541 of the

California Government Code; or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), dedicated to very low income households;

8. Agrees to construct and maintain at least 20 percent of the units for lower income students in a student housing development dedicated for full-time students at accredited colleges pursuant to the "Student Housing" Section of this Section; or
9. Agrees to construct and maintain 100 percent of the units, including total units and density bonus units, but exclusive of a manager's unit or units, dedicated to lower income households, except that no more than 20 percent of the units, including total units and density bonus units, may be dedicated to moderate income households.
10. Religious institution affiliated housing development projects (RIAHD) may qualify for a density bonus under California Government Code section 65915. For RIAHD parking requirements, see Section 9.11.040.D.

E. Density Bonus Calculation and Allowance.

1. State Law Preemption. Pursuant to state law, the granting of a density bonus or the granting of a density bonus together with an incentive(s) shall not be interpreted, in and of itself, to require a general plan amendment, specific plan amendment, rezone, or other discretionary approvals.
2. Density Bonus Calculation. An applicant must choose a density bonus from only one applicable affordability category and may not combine categories with the exception of child care facilities or land donation, which may be combined with an affordable housing development. All density calculations resulting in fractional units will be rounded up to the next whole number.
3. Density Bonus Allowance. In calculating the number of units required for very low, lower and moderate income households, the density bonus units shall not be included. The maximum bonus allowed for a 100 percent affordable project is 80 percent, unless it is located within a half-mile of a major transit stop and then there is no limit to density. A housing development that satisfies all applicable provisions of this section shall be allowed the following applicable density bonuses:
  - a. Very Low Income per California Government Code §65915(f)(2)
  - b. Lower Income per California Government Code §65915(f)(1)
  - c. Moderate Income per California Government Code §65915(f)(4)
 The Community Development Department has on file a Density Bonus Chart consistent with the Government Code sections above.
4. Senior Citizen Housing Development. The density bonus for a senior citizen housing development is addressed in Section 9.09.150 (Senior Housing) of Chapter 9.09 (Specific Use Development Standards).
5. Child Care Facility. A project (whether a housing, commercial, or industrial project) is eligible for a density bonus for a child care facility when in compliance with Section 9.03.050 of this chapter and California Government Code Section 65917.5.
6. Conversion of Apartments to Condominiums. A project is eligible for a 25 percent density bonus for the conversion of apartments to condominiums when in compliance with California Government Code Section 65915.5.
7. Foster Youth, Disabled Veterans, and Homeless Persons. The density bonus for

a housing development for transitional foster youth, disabled veterans, or homeless persons shall be 20 percent.

8. Students. The density bonus for a student housing development that provides housing for students consistent with Section K of this section shall be 35 percent. Twenty percent of the units granted by the density bonus shall be used for lower income students.
  9. One Hundred Percent Affordable. The density bonus for a 100 percent affordable housing development consistent with subsection D.9 (Eligible for Bonus) of this Section shall be 80 percent of the number of units for lower income households. Except that, if the affordable housing development is located within one-half mile of a major transit stop, maximum density requirements shall not apply.
- F. Continued Affordability. Prior to issuance of a building permit, the developer/property owner must enter into a density bonus housing agreement with the city for at least 55 years by recorded document (Government Code 65915 (c)). Such agreement shall be recorded and shall be binding on the property owner and any successors-in-interest. In addition, a density bonus project must comply with specific requirements for any existing units that are to be demolished as outlined in Section 9.03.050 (P) Additional details regarding requirements for continued affordability and the density bonus housing agreement are included in Section 9.03.050 (O).
- G. Incentives available to housing projects.  
Incentives are available to a housing developer as follows:

Number of Incentives/Concessions	Very Low Income Percentage	Lower Income Percentage	Moderate Income Percentage
1	5%	10%	10%
2	10%	17%	20%
3	15%	24%	30%
4	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)

If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

- H. Available Incentives/Concessions. A qualifying project may be entitled up to four incentives, depending on the percentage of affordable housing that will be included within the development.
1. A concession falls within three categories (Section 65915(k)(1, 2 &3)):
    - a. Reduction in the site development standards of this Development Code (e.g., site coverage, off-street parking requirements, reduced lot dimensions, and/or setback requirements);
    - b. Approval of mixed use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if such uses are compatible with the housing project and the existing or planned development in the area.; and/or
    - c. Other regulatory incentives or concessions proposed by the developer or the



- City that will result in identifiable and actual cost reductions.
2. Additional Incentive/Concession. The developer may receive a fifty (50) percent reduction of the development impact fee and the park land impact mitigation fee for the units affordable to very low income households and a twenty-five (25) percent reduction for those units affordable to lower income households.
- I. Parking Requirements. If an applicant qualifies for a density bonus pursuant to this chapter, reduced parking requirements are available for projects qualifying for a density bonus pursuant to this ChapterSection. The parking requirement is inclusive of accessible and guest parking for the entire housing development, but shall not include on-street parking spaces in the count towards the parking requirement. In calculating the number of parking spaces required for a development, if the total number of parking spaces is other than a whole number, the number shall be rounded up to the next whole number.
    1. Except as otherwise provided in this subsection, the following parking requirements shall apply:
      - a. Zero to one bedroom: one on-site parking space.
      - b. Two to three bedrooms: one and one-half on-site parking spaces.
      - c. Four or more bedrooms: two and one-half on-site parking spaces.
    2. If the housing development includes at least 20 percent lower income units or at least 11 percent very low income units, is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then the parking requirement shall be reduced from one-half on-site parking space per bedroom to one-half on-site parking space per unit.
    3. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California Health and Safety Code, then no parking spaces shall be required as long as the development meets either of the following criteria:
      - a. The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development; or
      - b. The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the California Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.
    4. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California Health and Safety Code, and the development is either a special needs housing development, as defined in Section 51312 of the California Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the California Health and Safety Code, then no parking spaces shall be required. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

Number of Bedrooms	Required Parking Spaces per Unit* **
0 to 1 bedroom	1
2 to 3 bedrooms	1.5
4 or more bedrooms	2.5
Projects with at least 20% low-income units, or at least 11% very low-income units***	0.5
100% affordable housing projects ****	No requirement
* If the total number of spaces required results in a fractional number, it shall be rounded up to the next whole number.	
** If a residential or mixed residential/commercial development project includes the required percentage of low, very low-income, or includes a minimum 10 percent transitional foster youth, veteran, or homeless persons units, or provides for-rent housing for individuals who are 62 years of age or older, or is a special needs housing development and is located within one-half mile of a major transit stop where there is unobstructed access to a major transit stop from the development, then, upon the request of the developer, a parking ratio not to exceed 0.5 spaces per bedroom shall apply to the residential portion of the development.	
*** Must be located within one-half mile of a major transit stop, with unobstructed access to the major transit stop from the development.	
**** Must be located within one-half mile of a major transit stop, with unobstructed access to the major transit spot from the development OR for individuals 62 years of age or older and has either paratransit service or unobstructed access within one-half mile, to fixed bus route service that operates at least eight times per day.	

J. Child Care Facilities.

1. Child Care Facility Density Bonus. When an applicant proposes to construct a housing development that is eligible for a density bonus under subsection D. (Eligibility for bonus) of this Section and California Government Code Section 65917.5, and includes a child care facility that will be located on the premises or adjacent to the housing development, the City shall grant either:
  - a. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the square footage of the child care facility or
  - b. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.
2. Child Care Facility Requirements. The City shall require, as a condition of approving the housing development, that the following occur:
  - a. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable units are required to remain affordable per this chapter; and
  - b. Of the children who attend the child care facility, the children of very low income households, lower income households or families of moderate income households shall equal a percentage that is equal to or greater than the percentage of affordable units in the housing development that are required for very low, lower or families of moderate income households.
3. Child Care Facility Criteria. The City shall not be required to provide a density

bonus or incentive for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

K. Student Housing.

1. Student Housing Density Bonus Requirements. In order for a student housing development to be eligible for a density bonus under subsection D.8 of this Section, the student housing development must meet the following requirements:
  - a. All units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. The developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the City that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions.
  - b. Twenty percent of the density bonus units will be used for lower income students. For purposes of this clause, "lower income students" means students who have a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the California Education Code.
  - c. The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.
  - d. The development will provide priority for the applicable affordable units for lower income students experiencing homelessness.
2. Definition of Units. For purposes of calculating a density bonus granted for a student housing development, the term "unit" means one rental bed and its pro rata share of associated common area facilities.

L. General Guidelines.

1. Location of Bonus Units. As required by California Government Code Section 65915(i), the location of density bonus units within the qualifying housing development may be at the discretion of the developer, and need not be in the same area of the project where the units for the lower income households are located as long as the density bonus units are located within the same housing development.
2. Preliminary Review. A developer may submit to the Community Development Director a preliminary proposal for the development of housing pursuant to this chapter prior to the submittal of any formal application for a density bonus. Within 90 days of receipt of a written proposal, the City will notify the housing developer in writing of either: (1) any specific requirements or procedures under this chapter, which the proposal has not met; or (2) the proposal is sufficient for preparation of an application for density bonus.
3. Infrastructure and Supply Capacity. Criteria to be considered in analyzing the requested bonus will include the availability and capacity of infrastructure (water, sewer, road capacity, etc.) and water supply to accommodate the additional density.

- M. Findings for Approval for Density Bonus and/or Incentive(s).
1. Density Bonus Approval. The following finding shall be made by the Approving Authority in order to approve a density bonus request:
    - a. The density bonus request meets the requirements of this chapter.
  2. Density Bonus Approval with Incentive(s). The following findings shall be made by the Approving Authority in order to approve a density bonus and incentive(s) request:
    - a. The density bonus request meets the requirements of this chapter;
    - b. The incentive is required in order to provide affordable housing; and
    - c. Approval of the incentive(s) will have no specific adverse impacts upon health, safety, or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate income households.
  3. Denial of a Request for an Incentive(s). The Approving Authority shall make at least one of the following findings prior to disallowing an incentive (in the case where an accompanying density bonus may be approved, or in the case of where an incentive(s) is requested for senior housing or child care facility):
    - a. That the incentive is not necessary in order to provide for affordable housing costs as defined in subsection Q (definitions) of this Section, or for rents for the targeted units to be set as specified in subsection S (definitions) of this Section.
    - b. That the incentive would result in specific adverse impacts upon health, safety, or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate income households.
    - c. That the incentive would be contrary to state or federal law.
- N. Affordability Requirements.
1. The maximum monthly housing cost for density bonus units, including a monthly allowance for utilities plus rent for rental units or house payments for for-sale units, shall be set at or below the rates described below:
    - a. Density bonus units affordable to very low income households: thirty (30) percent of fifty (50) percent of the area monthly median income for Riverside/San Bernardino Counties adjusted by the number of bedrooms according to regulations of the California Department of Housing and Community Development.
    - b. Density bonus units affordable to lower income households: thirty (30) percent of sixty (60) percent of the area monthly median income for Riverside/San Bernardino Counties adjusted by the number of bedrooms according to regulations of the California Department of Housing and Community Development.
  2. The monthly allowance for utilities shall be the utility allowance calculated by the Department of Housing and Urban Development (HUD) for County Housing Authorities.
  3. The monthly house payments for for-sale units described in subsection (G)(1) of

this section includes the sum of principal and interest on a thirty (30) year fixed rate mortgage for ninety (90) percent of the sales price, loan insurance, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, and the fair share cost for maintenance of amenities owned in common such as landscaping and swimming pools.

4. Housing costs, affordable sales prices, and occupancy requirements, will be governed by a deed restriction which shall take precedence over all other covenants, liens and encumbrances of the property on which the units are constructed.
- O. Affordable Housing Agreement Required.
1. General Requirements. No density bonus pursuant to Section 9.03.050 shall be granted unless and until the affordable housing developer, or designee enters into an affordable housing agreement and, if applicable, an equity sharing agreement, with the City or its designee pursuant to and in compliance with this section (Government Code Section 65915(c)). The agreements shall be in the form provided by the City, which shall contain terms and conditions mandated by, or necessary to implement, state law and this chapter. The affordable housing agreement shall be recorded prior to issuance of a building permit for a rental project or prior to final map recordation for an ownership project which includes a map. The Community Development Director is hereby authorized to enter into the agreements authorized by this section on behalf of the City upon approval of the agreements by the City Attorney for legal form and sufficiency.
  2. Low- or Very Low-Income Affordable Housing Component.
    - a. The affordable housing developer of a qualified housing development based upon the inclusion of low-income and/or very low-income affordable units shall enter into an agreement with the City to maintain the continued affordability of the affordable units for 55 years (for rental units) or 30 years (for for-sale units), or a longer period if required by the construction or mortgage financing assistance program, mortgage insurance program or rental subsidy program (Government Code Section 65915(c)(1)). The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall specify the number of lower-income affordable units by number of bedrooms; standards for qualifying household incomes or other qualifying criteria, such as age; standards for maximum rents or sales prices; the person responsible for certifying tenant or owner incomes; procedures by which vacancies will be filled and units sold; required annual report and monitoring fees; restrictions imposed on lower-income affordable units on sale or transfer; and methods of enforcing such restrictions, and any other information that may be required based on the City's review.
    - b. Rental Units. Rents for the low-income and very low-income affordable units that qualified the housing development for the density bonus pursuant to Section 9.180.030 shall be set and maintained at an affordable rent (Government Code Section 65915(c)(1)). The agreement shall set rents for the lower-income density bonus units at an affordable rent as defined in California Health and Safety Code Section 50053, except for developments meeting the

- criteria of Government Code Section 65915(b)(1)(G), for which rents for all units in the development, including both base density and density bonus units, shall be as follows:
- i. The rent for at least 20 percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.
  - ii. The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.
- c. The agreement shall require that owner-occupied units be made available at an affordable housing cost as defined in Health and Safety Code Section 50052.5.
  - d. For-Sale Units. Owner-occupied low-income and very low-income affordable units that qualified the housing development for the density bonus pursuant to Section 9.180.030 shall be available at an affordable housing cost (Government Code Section 65915(c)(2)). The affordable housing developer of a qualified housing development based upon a very low- or low-income minimum affordable component shall enter into an equity sharing agreement with the City or the master or non-affordable housing developer. The agreement shall be between the City and the buyer, or between developer and the buyer if the developer is the seller of the unit. The City shall enforce the equity sharing agreement unless it is in conflict with the requirements of another public funding source or law (Government Code Section 65915(c)(2)). The equity sharing agreement shall include at a minimum the following provisions:
    - i. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment and the seller's proportionate share of appreciation. The City shall recapture any initial subsidy, as defined in subparagraph (b), and its proportionate share of appreciation, as defined in subparagraph (c), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership.
    - ii. For purposes of this section, the City's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the very low-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, the value at the time of the resale shall be used as the initial market value.
    - iii. For purposes of this subdivision, the City's proportionate share of appreciation shall be equal to the ratio of the City's initial subsidy to the fair market value of the home at the time of initial sale.
3. Moderate Income Affordable Housing Component.
    - a. The affordable housing developer of a qualified housing development based upon the inclusion of moderate-income affordable units in a common interest development shall enter into an agreement with the City ensuring that:
      - i. The initial occupants of the moderate-income affordable units that are

directly related to the receipt of the density bonus are persons and families of a moderate-income household.

- ii. The units are offered at an affordable housing cost (Government Code Section 65915(c)(2)).
  - iii. The affordable housing developer of a qualified housing development based upon a moderate-income minimum affordable component shall enter into an equity sharing agreement with the City or the master or non-affordable housing developer (Government Code Section 65915(c)(2)). The agreement shall be between the City and the buyer or between the developer and the buyer if the developer is the seller of the unit. The City shall enforce the equity sharing agreement unless it is in conflict with the requirements of another public funding source or law (Government Code Section 65915(c)(2)). The equity sharing agreement shall include at a minimum the following provisions:
    - iv. Upon resale, the seller of the unit shall retain the value of improvements, the down payment and the seller's proportionate share of appreciation. The City shall recapture any initial subsidy, as defined in subparagraph (b), and its proportionate share of appreciation, as defined in subparagraph (c), which amount shall be used within five years for any of the purposes described in Health and Safety Code Section 33334.2(e) that promote homeownership (Government Code Section 65915(c)(2)(A)).
    - v. The City's initial subsidy shall be equal to the fair market value of the unit at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, the value at the time of the resale shall be used as the initial market value (Government Code Section 65915(c)(2)(B)).
    - vi. The City's proportionate share of appreciation shall be equal to the ratio of the City's initial subsidy to the fair market value of the unit at the time of initial sale (Government Code Section 65915(c)(2)(C)).
- P. Ineligible Projects - Required Replacement of Affordable Units.
1. An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if:
    - a. The development is proposed on any property that includes any existing affordable rental dwelling units occupied by lower or very low income households; or
    - b. If such affordable dwelling units have been vacated or demolished in the five-year period preceding the application, and
    - c. Such affordable dwelling units have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income. However, an applicant may establish eligibility if the proposed housing development replaces those units, and either of the following applies:
      - i. The proposed housing development, in addition to the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subsection E.

- ii. Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.
- 2. The number and type of required replacement units shall be determined as follows:
  - a. For a development containing any occupied dwelling units, the development must contain at least the same number of replacement dwelling units, of equivalent size and bedrooms, and must be made affordable to and occupied by persons and families in the same or a lower income category as the occupied dwelling units. For unoccupied dwelling units in the development, the replacement dwelling units shall be made affordable to and occupied by persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household is unknown, it is presumed, unless proven otherwise, that the dwelling units were occupied by lower income renter households in the same proportion of lower income renter households to all renter households within Riverside/San Bernardino Counties as determined by the California Department of Housing and Community Development, and replacement dwelling units shall be provided in that same percentage.
  - b. If all of the dwelling units are vacant or have been demolished within the five years preceding the application, the development must contain at least the same number of replacement dwelling units, of equivalent size and bedrooms, as existed at the highpoint of those units in the five year period preceding the application, and must be made affordable to and occupied by persons and families in the same or a lower income category as those in occupancy at that same time. If the income categories are unknown for the highpoint, it is presumed, unless proven otherwise, that the dwelling units were occupied by very low income and low income renter households in the same proportion of very low income and low income renter households to all renter households within Riverside/San Bernardino Counties as determined by the California Department of Housing and Community Development, and replacement dwelling units shall be provided in that same percentage.
- Q. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
  - 1. "Approving authority" is as defined in the Moreno Valley Municipal Code Title 9, Zoning Section 9.02.030.
  - 2. "Child care facility" is defined as a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school-age child care centers.
  - 3. "Density bonus" is defined as an increase in density over the otherwise maximum allowable residential density under the applicable general plan designation as of the date of filing of an application for density bonus with the City or, if elected by the applicant, a lesser percentage of density increase. A density bonus request shall be considered as a component of a qualified housing development.
  - 4. "Housing development" is defined as a development project for five or more residential units, including mixed-use developments, constructed within a parcel. For the purposes of this chapter, "housing development" also includes a subdivision or common interest development as defined in Section 4100 of the



- Civil Code and consists of residential units or unimproved residential lots. A density bonus shall be permitted in geographic areas of the housing development other than the areas where the affordable units are located, so long as the density bonus units are located on the same parcel.
5. "Incentive" is defined as a reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission. An incentive can be requested by the applicant for purposes of reducing the cost of development to make the project financially feasible. The term "incentive" includes the term "concession" as that term is used in California Government Code Sections 65915 through 65918.
  6. "Located within one-half mile of a major transit stop" means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.
  7. "Lower income" is defined as less than 80 percent of the area median income, as defined by Section 50079.5 of the California Health and Safety Code.
  8. "Lower income unit" is defined as a unit with an affordable rent or payment that does not exceed 30 percent of 60 percent of area median income adjusted for family size appropriate for the unit.
  9. "Major transit stop" is defined as a site containing any of the following: (1) an existing rail or bus rapid transit station; (2) a ferry terminal served by either a bus or rail transit service; or (3) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
  10. "Moderate income" is defined as less than 120 percent of the area median income, as defined in Section 50093 of the California Health and Safety Code.
  11. "Moderate income unit" is defined as a unit with an affordable rent or payment that does not exceed 35 percent of 120 percent of area median income adjusted for family size appropriate for the unit.
  12. "Unobstructed access to a major transit stop" means a resident is able to access the major transit stop without encountering natural or constructed impediments. "Natural or constructed impediments" includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.
  13. "Very low income" is defined as less than 50 percent of the area median income, as defined in Section 50105 of the California Health and Safety Code.
  14. "Very low income unit" is defined as a unit with an affordable rent or payment that does not exceed 30 percent of 50 percent of the area median income, adjusted for family size appropriate for the unit.
- R. Interpretation. If any portion of this subsection conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this subsection. Any ambiguities in this section shall be interpreted to be consistent with State Density

Bonus Law.

**9.05.040 Industrial site development standards.**

**A. General Requirements.**

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.
2. In addition, projects must comply with the special requirements enumerated in subsection B, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

**Table 9.05.040-8  
Industrial Site Development  
Minimum Standards**

<b>Requirement</b>	<b>BP/LI<sup>1</sup></b>	<b>BPX</b>	<b>I</b>
Minimum site area (in acres)	1	1	5
Minimum site width (in feet)	200	200	300
Minimum site depth (in feet)	200	200	300
Minimum front building setback area (in feet)	20	20	20
Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
Minimum street side building setback area (in feet)	20	20	20
Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—
<sup>1</sup> See Special Site Development Standards Section 9.05.040(B)(9) for unique separation requirements for structures greater than 50,000 square feet in building area.			
* Structures shall be constructed on the property line or a minimum of three feet from the property line.			

**B. Special Site Development Standards.**

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.
2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.
3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.
4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district 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.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.
6. Parking for each use shall comply with the requirements of Chapter 9.11 and this title.
7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.
8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.
9. In the LI district, industrial and warehouse, structures greater than fifty thousand (50,000) square feet in building area shall be separated from any residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be two hundred fifty (250) feet between the residential district and the truck court or loading area.
10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district.
11. Industrial buildings larger than 50,000 square feet shall be designed and constructed to meet the equivalent level of LEED Silver.

#### **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 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.

#### **9.08.260 Shopping cart containment and retrieval requirements.**

- A. General Provisions. The provisions in this chapter are applicable to new businesses with ten (10) or more shopping carts established after the adoption of the ordinance codified in this section and to existing businesses with ten (10) or more shopping carts which have experienced a change in ownership after the adoption of the ordinance codified in this section.
  1. A change of ownership shall include all sales, transfers, leases, assignments, mergers, consolidations, or other business transactions that result sale of a corporation, limited partnership to another corporate entity. Corporate name changes or minor reorganizations do not classify as a change in ownership and are therefore exempt from code provisions within this chapter.
  2. This chapter shall not apply to any conditions expressly allowed or authorized by federal or state law or any other provision of this code.
  3. Violations of this chapter shall be treated as strict liability offenses regardless of intent.
- B. Cart Containment and Retrieval Plan. Except as otherwise provided in this chapter,

every business that provides shopping carts to customers for use on their premises shall develop, implement and comply with the provisions of a written plan approved by the city to prevent customers from removing shopping carts from the premises of such business without authorization of the owner and to provide for the retrieval of removed or abandoned shopping carts which have been removed from the premises of the retail establishment (the “plan”), and shall demonstrate compliance with all other purposes and provisions of this chapter. The plan, at a minimum, shall include the following elements:

1. Owner Information. The name of the owner; the physical address where the retail establishment is conducted; and the name, address, and telephone number(s) of the owner and all on-site managers, including any changes of such persons.
2. Cart Inventory. The number of carts to be used or located on the premises.
3. Signs Affixed to Carts. Every shopping cart made available for use by customers shall have a sign permanently affixed to it that identifies the owner of the cart; notifies the public that the unauthorized removal of the cart from the premises of the retail establishment, or the unauthorized possession of the cart, is a violation of state law, and lists a valid telephone number and address for returning the cart removed from the premises to the owner.
4. Notice to Customers. Conspicuous signs shall be placed and maintained on the premises near all customer entrances, exits and cart storage areas, warning customers that removal of shopping carts from the premises is prohibited by state law. All signs shall be in English and Spanish.
5. Prevention Measures. A description of the specific measures that the business owner will implement to prevent removal of any cart from the business premises. Permissible measures are identified in subsection G.
6. Mandatory Cart Retrieval Operations. The procedure by which the business owner or qualified cart retrieval service will search, find and return carts removed from the business premises. The cart retrieval operation must demonstrate that carts will be actively located within one mile of the business premises and respond to complaints from the public or notifications from city enforcement personnel in a manner which results in the retrieval of carts within twenty-four (24) hours of receiving the notification. If a business owner contracts with a cart retrieval service, the retrieval service must be a city licensed and approved service, and shall not place limits on daily loads or days per week to retrieve carts within the city. The owner shall provide written authorization to all retrieval personnel, which authorization shall be carried by each such person while performing cart retrieval services on behalf of the owner and shall be provided to any enforcement personnel upon request. Each vehicle used by retrieval personnel shall bear conspicuous signs on the vehicle identifying either the name of the business for which such retrieval service is being performed or, if applicable, the name of the cart retrieval service with which the business has contracted for such services.
7. Employee Training. The business owner shall implement and maintain a periodic training program for its new and existing employees designed to educate such employees concerning the requirements of the plan and the provisions of state law prohibiting the unauthorized removal of shopping carts from the premises of the retail establishment. The plan shall expressly describe the employee training

- program.
8. Daily Cart Confinement. All shopping carts located on the premises of the business (other than a business open for business twenty-four (24) hours per day) shall be collected at the end of each business day by employees of the business and shall be collectively confined in a secure manner in the cart confinement area, as designated in the approved plan, until the commencement of the next business day. All shopping carts located on the premises of any business open for business twenty-four (24) hours per day, other than carts then currently in use by a customer or patron, shall be collected by employees of the business and returned to the cart confinement area, as designated in approved plan, at least once per calendar day between the hours of nine p.m. and midnight on each day the retail establishment is open for business. The provisions of this subsection shall not apply to any shopping carts located within an enclosed building.
  9. Collaboration with Other Businesses. Two or more businesses located within the same shopping or retail center or sharing a common parking area may collaborate and submit a single plan.
  10. Additional Information. Any other information deemed appropriate by the community development director to ensure compliance with this chapter and specified within the plan application.
- C. Exemptions. The requirements of this chapter shall not apply to any business which provides a total of less than ten (10) shopping carts for use by the customers of such business.
- D. Plan Submission and Approval. Unless otherwise expressly exempt by this chapter, each new business, any existing business relocating to a different location within the city, and any business with a change in ownership to an unrelated entity shall submit a proposed plan complying with the requirements of subsection B to the community development director, and obtain approval thereof by the city, prior to the commencement of business or issuance of a certificate of occupancy. Each proposed plan shall be accompanied by a processing and inspection fee in an amount as set by resolution of the city council.
1. If approved, the plan shall be implemented no later than ninety (90) days from the date of notification to the owner of the approval. An inspection by enforcement personnel shall be made of the premises to confirm compliance at the conclusion of the ninety (90) day period.
  2. The decision of the community development director shall be made in writing and notice thereof shall be transmitted to the owner of the business by first-class mail, or by personal delivery. The owner may appeal the decision in the time and manner provided in Section 9.02.240.
- E. Standards for Denials. The community development director may deny a plan based upon any of the following grounds:
1. Implementation of the plan would violate provisions of the building, zoning, health, safety, fire, police or other municipal codes, or any county, state, or federal law that substantially affects public health, welfare or safety;
  2. The plan fails to include all the information required by this chapter;
  3. The plan is insufficient or inadequate to prevent removal of carts from the owner's premises;

4. The plan fails to address any special or unique conditions, due to the geographical location of the premises, as they relate to cart retention and prevention efforts;
  5. Implementation of the plan would violate a term or condition of another city policy or requirement of this code;
  6. The owner has knowingly made a false statement of fact, or omits a fact required to be revealed in an application for a plan, or in any addendum or report or other information required to be provided regarding the plan.
  7. If the plan is rejected as incomplete or inadequate, the community development director shall indicate the areas of incompleteness or inadequacy.
- F. Plan Modification. At any time subsequent to the approval of a plan, the owner may request a modification of a previously approved plan to address a change in circumstances, an unanticipated physical or economic impact of the plan, or a need to modify an ineffective plan. Each proposed amendment shall be accompanied by a processing fee in an amount as set by resolution of the city council.
- G. Penalties. Any required business owner, property owner, and/or business representative that fails to submit a plan, implement plan measures or implement any required modifications to the plan by the city within the time frames specified within this chapter shall be subject to penalties including, but not limited to, criminal action, civil action or other judicial or administrative proceedings.
- H. Containment Methods. All shopping carts shall be contained or controlled within the boundaries of the store premises, which refers to the lot area, maintained, managed and/or utilized by the business, which may include the building, parking lot and adjacent walkways where the business' shopping carts are permitted.
1. Bollards. Bollards or posts may be installed near exits to prevent the removal of carts from the business as long as they do not interfere with fire lanes, handicapped access, or conflict with federal, state and local laws, including municipal, building and zoning code.
  2. Wheel Locking Mechanisms. Equipping shopping carts with a locking or stopping mechanism that is used in conjunction with an electronic or magnetic barrier along the perimeter of the store premises. The wheel locking or stopping mechanism must activate when the shopping cart crosses the electronic or magnetic barrier.
  3. Coin Operated Machines. Businesses may opt to utilize coin operated machinery to charge patrons a deposit for the cart which is refunded upon return of the cart.
  4. Customer Service Representative. The business may employ customer service representatives to assist customers by delivering merchandise to patrons' vehicles and thus not allowing carts to be removed from the premises.
  5. Security. The business may employ security personnel to patrol the premises and prevent carts from being removed from the property.
  6. Other Methods. The project may use other methods of containment as long as the systems or methods are approved by the community development director and effectively will contain or control shopping carts to the store premises.
- I. Containment System Design. All structures, including bollards and wheel locking mechanisms, associated with the containment system must be harmonious and compatible with the project submittal and city design and development standards.

### 9.08.150 Screening requirements.

- A. Screening of Commercial, Industrial, Public and Quasi-Public Uses. Whenever a building or structure is constructed or enlarged on any property zoned for commercial, industrial, public or quasi-public purposes, which abuts a residential zone, appropriate screening is erected and maintained along the property line of the parcel.
  - 1. Screening consists of a decorative masonry wall sufficient for sound attenuation with a minimum height of six feet, as measured from the commercial or industrial side of the wall at the property line. If the wall is either greater or less than six feet in height on the residential side, landscaping may be required on that side of the wall, as necessary. Decorative walls of block, brick, stone, stucco-treated masonry, or concrete panels are acceptable. The community development department director may approve alternative materials, provided that the materials are comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.
- B. Screening and Storage Areas. Where permitted, all outdoor storage of materials, wares, crates, bottles or similar items necessary to, or part of a permitted use within an industrial, commercial or special district are screened from view on at least three sides by a solid, impact-resistant wall, not less than six feet in height, and on the fourth side by a similar gate, not less than five feet in height. Alternate materials or designs may be approved by the community development department director.
- C. Screening of Refuse Storage Areas. Trash/waste enclosure design standards shall be designed to be consistent with all City applicable standards, and shall:
  - 1. Be located a minimum of thirty-five (35) feet from any residential structures or as otherwise approved by the community development department director;
  - 2. Provide a minimum planter dimension of three feet on three sides of the enclosure walls, and accommodate climbing vines and screening shrubs within the planter area;
  - 3. Be constructed to include a solid roof cover;
  - 4. Be designed using materials and colors aesthetically compatible with the project.

### 9.08.270. Security Plan and On-site Security Requirements

- A. For newly constructed commercial centers larger than two (2) acres and multi-family projects of fifty-one (51) dwelling units or more, a detailed security plan shall be submitted to the City for review and approval prior to building permit.
- B. At a minimum, the security plan shall include the following to ensure security of the site.
  - 1. Security surveillance cameras and a video recording system must be installed to monitor all doors into and out of the buildings on the site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights-of-way. The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the site.
  - 2. Professionally and centrally monitored fire, sprinkler, robbery, and burglar alarm systems must be installed as required and maintained in good working condition. The alarm system must include a private security company that is required to



respond to every alarm.

- C. Through the security plan, the City may require details regarding staffing and deployment of security for a commercial center larger than two (2) acres, and if deemed necessary for the purposes of security, the City may require that the property owner maintain the services of a private security company to monitor the buildings and parking areas based on the specific facts and circumstances associated with the site.

#### **9.08.280 Maintenance of Parkways by Property Owners.**

- A. The owner of any lot fronting any portion of a parkway, or sidewalk, or other public right-of-way or City owned property, shall maintain such parkway, sidewalk and right-of-way including all landscaping in a condition that will not interfere with the public safety and convenience and the use of the parkway, sidewalk, and right-of-way.
- B. In conjunction with all new development projects involving an entitlement on a Divided Major Arterial, Divided Arterial, Arterial, Minor Arterial or Industrial Collector, the City shall require an encroachment permit to require that developers maintain landscape areas per approved plans that are within the right-of-way, and also maintain any areas along their frontages (e.g. Caltrans right-of-way) (see Section 9.17.140 Freeway frontage) that are not required to be landscaped by the project conditions of approval. The encroachment permit shall be reviewed and approved by the City prior to issuance of a grading permit.
- C. Landscape plans required by Title 9 shall show any areas along the project frontage, and shall identify either landscaping or maintenance responsibility within the Caltrans right-of-way if the project includes frontage along Caltrans right-of-way.

#### **9.09.130 Accessory Dwelling Units (ADUs).**

- A. Purpose and Intent. The purpose of these standards is to ensure:
1. Accessory dwelling units (ADU) and Junior Accessory dwelling units (JADU) as defined herein are a permitted accessory use. This chapter establishes standards for the construction and occupancy of ADUs and JADUs. The standards herein serve to ensure ADUs and JADUs are constructed in a manner that is consistent with the requirements and allowances of State law, and contribute to a suitable living environment for all.
  2. General Plan Consistency. ADUs and JADUs are a residential use consistent with the existing general plan and zoning designation. This section furthers the goals, objectives, and policies of the General Plan Housing Element.
  3. Applicability. Under State law, the City must allow for ADUs and JADUs. However, the approval of ADUs may be based on the adequacy of water and sewer services as well as impacts on traffic flow and public safety. A local homeowner's association cannot prohibit the construction of an ADU or a JADU. This section addresses all requirements of State law regarding ADUs.
- B. Approval Authority. Approval of an ADU or JADU within a residential, mixed-use zone, or Specific Plan zone allowing residential or mixed use is considered a ministerial action and the approval authority is the community development director. Approval of

an accessory dwelling unit is subject to all applicable requirements established within this chapter as well as all building, fire, engineering, flood, water quality, environmental codes, standards, and permitting fees established by the city. Any limits on where ADUs are permitted may only be based on the adequacy of water and sewer service, and the impacts on traffic flow and public safety. If the proposal is not consistent with the requirements of State law and this section then the application does not qualify as an ADU and will be processed as a second unit either under an Administrative Plot Plan for a single-family dwelling unit, or through an Amended Plot Plan for additional multiple-family dwelling units. If a JADU has already been constructed within the primary dwelling, this will not preclude submittal of an application for an accessory dwelling unit that is consistent with all the standards of this section and State law. An application for a JADU may be submitted that meets all the requirement of this section even if an ADU already has been constructed.

C. Application and Processing.

1. Applications for the following types of ADU's that meet all the requirements of this section shall be ministerial and reviewed and processed with a building permit subject to conditions of approval.
  - a. Single-family Internal ADU within previously permitted existing space or within a new single family residence; or
  - b. Single-family attached or detached ADU; or
  - c. Junior ADU.

The building plan check application will include all of the items in D.3 below.

2. Applications for multiple family ADUs consistent with this section: Applications for multiple family ADUs either detached or within an existing permitted structure or dwelling, shall be made to the community development department and shall be permitted ministerially with approval of both an administrative plot plan and building permit. The Administrative Plot Plan will include all of the items in D.3 below.
3. With regard to evaluating whether the ADU meets the standards of this section, the building permit application or Administrative Plot Plan application, as applicable, shall include the following:
  - a. A detailed description and scaled, dimensioned floor plan of the proposed ADU, clearly illustrating the bedroom(s), bathroom(s), kitchen and other features or other proposed habitable areas;
  - b. A detailed description and scaled, dimensioned elevation of the proposed ADU, clearly illustrating the exterior entrance of the ADU;
  - c. A scaled, dimensioned site plan of the property clearly illustrating the location of all improvements on site (existing primary residence, garage, driveway(s), fences/walls, accessory structures, public right-of-way improvements, etc.) and where the ADU shall be located;
  - d. The scaled, dimensioned site plan of the property shall note the use(s) of all buildings existing on site.
4. Applications shall be permitted ministerially if there is an existing single-family or multifamily dwelling on the lot and all applicable requirements and development standards of this chapter are met and no variances are required. If the permit application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City will not act on the permit

application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling. If the application has been deemed complete, the ADU or JADU shall be deemed approved if the city has not acted on the completed application within 60 days. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.

- D. Development Standards and Requirements. Accessory dwelling units shall comply with the following development standards as described below and as shown in Tables 1 and 2:
1. Permitted ADUs: An ADU is permitted if the lot is zoned for single-family, multifamily use, or mixed use allowing for residential use, and contains an existing, single-family structure or multi-family structure.
    - a. Existing Single-family Structure/Primary Dwelling Unit - For an existing single-family structure, one ADU and one JADU is permitted. An ADU may be detached or attached. A JADU must be contained within the space of an existing single-family structure.
    - b. Existing Multi-family Structure – Within an existing multi-family structure, up to 25 percent of the existing multi-family units may be ADUs, or one unit, whichever is greater; Two accessory dwelling units detached from the multifamily dwelling are permitted subject to a height limit of 16 feet and 4 foot rear and side setbacks.
  2. Lot Size: There is no minimum lot size required if the ADU meets the setbacks described in this section.
  3. ADU Size:
    - a. Minimum: The minimum unit size for a JADU per State law is 150 SF. There is no minimum unit size for other ADU structures provided that the ADU is in compliance with State laws including building and health and safety codes.
    - b. Maximum: For the conversion of an accessory building per State law, there is no maximum square footage, provided the ADU is within the walls of the existing accessory building. For these uses, up to 150 SF can be added for ingress/egress subject to State law.
    - c. Detached ADUs for single-family or multi-family: The maximum unit size shall be 850 SF for an efficiency or one bedroom, and 1,000 square feet for two bedrooms.
    - d. Attached ADUs: If there is an existing single-family dwelling on the site, the attached ADU shall be no larger in size than 850 SF for an efficiency or one bedroom, and no larger than 1,000 square feet for a two bedroom. For multi-family, the ADU shall be no more than 800 square feet.
    - e. Lot Coverage/Floor area ratio/Open space – If all of the following standards are satisfied for an attached ADU or detached ADU, lot coverage, floor area ratio, and open space requirements would not apply. All other development standards as described in this section would apply. (See Tables 1 and 2)
    - f. Up to 800 square foot accessory unit; and
    - g. No more than 16 feet in height; and
    - h. Four foot side, corner, and rear yard setbacks.
    - i. For all other ADUs allowed by this section, lot coverage, floor area ratio, and open space requirements of the underlying zone would apply.

4. ADU/JADU height:
  - a. Detached ADUs: For a detached primary dwelling unit on a site, the ADU is permitted to be at least 16 feet in height. Above 16 feet, the ADU may not exceed the height of the existing primary dwelling unit on the site. A detached multi-family ADU may not exceed 16 feet in height.
  - b. Attached ADUs: For JADUs and Internal ADUs, the height limits are not applicable, except the height limit of residential zone would apply if constructed in conjunction with a new single-family residence. An attached multi-family unit would only be permitted within the walls of the existing structure; therefore, a height limit would not apply.
5. Setbacks:
  - a. Front setbacks: ADUs shall comply with the front setback requirement of the underlying zone; the front setback does not apply to an internal ADU or JADU.
  - b. Side and Rear Yard Setbacks: Setbacks for ADUs are summarized in Tables 1 and 2. Setbacks would generally not apply to JADUs or internal ADUs entirely contained within an existing dwelling unit; however, if constructed in conjunction with a new single-family residence then the setbacks for the underlying zone would apply. Setbacks would not apply to an existing accessory building converted into an ADU.
  - c. Corner (Street Side) Setbacks: The corner setback for a new detached ADU is 10 feet except that the corner setback may be as little as four feet if satisfying a 10 foot setback would not allow for construction of an ADU on the site. If the required setback is less than 10 feet, then the height of the detached ADU may not exceed 16 feet.
  - d. If constructed in conjunction with a single-family residence, the street side setbacks for the underlying zone would apply. The street side setback requirement is not applicable to a JADU, an attached ADU entirely contained within an existing dwelling unit, or an attached ADU which may be constructed at a setback equal to that of the primary dwelling, but no less than four feet.
6. Distance between Structures: The standard for distance between structures of the underlying residential zone will apply where feasible, but if necessary, will be adjusted to accommodate an ADU that is 800 square feet or less, 16 feet in height, and with rear and side setbacks of no less than four feet. Any accommodation for the distance between structures will need to be evaluated for consistency with building codes for protection of public safety and approved by the Community Development Director or designee.
7. The ADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation, and shall include a kitchen and bathroom.
- E. Design Requirements:
  1. ADUs shall be located at the rear or the side of the existing single-family dwelling unless it is demonstrated that the only feasible location is to place the ADU in front of the single-family dwelling due to extraordinary or physical constraints of the lot.
  2. The entrance to an attached ADU shall be separate from the entrance to the primary dwelling unit and shall be located and designed in a manner as to eliminate an obvious indication of two or three units in the same structure.
  3. All exterior changes shall be architecturally compatible with existing structures with

regard to wall covering material, wall texture, and colors. When a garage is converted, the garage door shall be removed, and framed-in wall shall include architectural details and finishes compatible with the residence(s) on the site.

4. When a garage is converted into an ADU, a landscaped area with a depth of at least two feet shall be provided for the area adjacent to where the garage door with some exceptions. If the application can demonstrate that this is infeasible, the requirement can be waived by the Community Development Director.
5. Plans that demonstrate an unobstructed pathway extending from a street to one entrance of the ADU are desirable prior to approval of an ADU application; however, is not a mandatory requirement for an ADU.
6. If a manufactured home is the proposed structure for the ADU, at a minimum, it should still be compatible with the primary dwelling unit on the site with regard to wall covering material, wall texture, and colors.
7. ADUs, when converted from existing accessory buildings, are permitted without additional restrictions provided the structure has independent exterior access and side and rear setbacks sufficient for fire safety, provided that no more than 150 square feet is added for ingress/egress subject to the requirements of State law.
8. Outside stairways serving ADUs should not be located on any building elevation facing a public street; and when unavoidable, the design of the stairway shall mute/mitigate any potential negative aesthetic impact and maintain the character of the existing single-family residence.

**Table 1: Accessory Dwelling Units - New construction and conversion of accessory buildings**

	Conversion of Accessory Building per State law	New construction	
		Detached ADU (single-family)	Detached ADU (multi-family)
<b>Required Main Use on the Lot</b>	Existing single-family dwelling	Existing or proposed single-family dwelling	Existing multi-family dwelling
<b>Minimum dwelling size</b>	None	Determined based on compliance with building and health and safety codes	Determined based on compliance with building and health and safety codes
<b>Unit size maximum</b>	None, plus 150 SF maximum addition for ingress/egress subject to all this section	No greater than 850 SF for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.	For multi-family, no greater than 850 SF for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.
<b>ADU Height/Story Limit</b>	None	At least 16 feet is permitted, but above 16 feet the ADU may not exceed the height of the existing primary dwelling on the site.	16 feet
<b>ADU Front setback</b>	Not applicable	Front setback standard of the underlying zone applies.	Front setback standard of the underlying zone applies.
<b>ADU Minimum Side and Rear Yard Setbacks</b>	Not applicable	If ADU is 16 feet or less in height: 4 feet for interior side yard and rear If ADU is more than 16 feet in height: Interior side and rear yard	4 feet for interior side yard and rear

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		setbacks of the underlying zone would apply.	
<b>Corner setback (Street side)</b>	Not applicable	10 feet*	10 feet*
<b>Minimum Distance between Structures (Primary Dwelling and ADU)</b>	Not applicable	The standard of the underlying zone will apply where feasible, however, the City must still accommodate an ADU of up to at least 800 square foot or less, 16 feet in height, and with four foot rear and/or side yard setbacks	
<b>Parking</b>	None	See parking requirements under this section, Item H.	

\* The setback may be as little as four feet if necessary to accommodate an ADU that satisfies the State's requirements. If the required setback is less than 10 feet, then the height of the ADU may not be more than 16 feet.

**Table 2: Junior and Attached Accessory Dwelling Units**

	<b>Junior ADU per State law</b>	<b>Internal ADU (Proposed ADU contained within Existing SFD)</b>	<b>Attached ADU (addition to residence)</b>	<b>Attached Multiple family ADUs per State law</b>
<b>Minimum Unit size</b>	150 SF	Determined based on compliance with building and health and safety codes		
<b>Unit Size maximum</b>	500 SF	No greater than 850 SF for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.		No more than 800 square feet.
<b>ADU/JADU height limit</b>	Not applicable, except height limit of the underlying zone would apply if constructed in conjunction with new single-family residence	Not applicable, except height limit of residential zone would apply if constructed in conjunction with new single-family residence	For an addition, height can be equal to the existing height of the single-family residence, or 16 feet whichever is greater; building height of the underlying zone would apply if constructed in conjunction with a new single-family residence	16 feet
<b>Front Setback</b>	Not applicable; JADU must be within walls of primary dwelling unit	Front setback standard of the underlying zone applies.		
<b>ADU/JADU min. Side and Rear Yard Setbacks</b>	Not applicable, setbacks of the underlying zone would apply if constructed in conjunction with new single-family residence	Not applicable, setbacks of the underlying zone would apply if constructed in conjunction with new single-family residence	An attached ADU shall meet the requirements of the underlying zone, except that if the attached ADU is 800 square feet or less and no taller than 16 feet, the side setbacks may be four feet.	4 feet for ADU portion if new building or addition
<b>Corner (Street side setback)</b>	Not applicable, except setbacks of the underlying zone would apply if constructed in conjunction with a new	Not applicable, except setbacks would apply if constructed in conjunction with new single-family residence	10 feet*	10 feet*

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	single-family residence		
<b>Parking</b>	Parking is not required for a JADU constructed within the existing area of the primary dwelling, but may be required if the garage is converted to a JADU subject to the requirements in H. of this section.	See parking requirements under this section, Item H.	

\* The setback may be as little as four feet if necessary to accommodate an ADU that satisfies the State's requirements. If the required setback is less than 10 feet, then the height of the ADU may not be more than 16 feet.

**F. Parking Requirements**

1. Parking requirements, consistent with Chapter 9.11 of this title:
  - a. Unless the JADU or ADU is exempt from parking requirements as described in F.2, one parking space is required per accessory dwelling unit or per bedroom of an accessory dwelling unit, whichever is less, and may be provided through tandem parking on a driveway unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
  - b. Parking is allowed in rear and side setback areas, and in a paved driveway in the front setback area if parking in the rear and side setback areas is not possible, provided that all other development standards are satisfied including minimum front yard landscaping standards.
  - c. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the off-street parking spaces will not be required to be replaced.
2. Parking Exemptions. Additional parking spaces are not required for ADUs, nor for JADUs in any of the instances listed in a. thorough e. below. Further, JADUs within the living area of the primary dwelling unit are exempt from all parking requirements, but the standards in F.1 would apply if a garage is converted to a JADU.
  - a. The ADU is located within one-half mile of a public transportation stop along a prescribed route according to a fixed schedule; or
  - b. The ADU is located within one block of a car share parking spot; or
  - c. The ADU is located in a historic district listed in or formally determined eligible for listing in the National Register of Historic Places and the California Register of Historical Resources or as a city historic preservation overlay zone; or
  - d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or
  - e. The accessory dwelling unit is part of the existing dwelling unit or an existing accessory structure.

G. JADU Requirements - As specified in State law, there are specific requirements that apply only to Junior Accessory Dwelling Units. The development standards for JADUs are summarized in Table 2. The standards and requirements for JADUs are as follows.

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1. JADUs must be constructed entirely within the walls of the primary structure and have their own entrance
  2. The JADU cannot exceed 500 square feet.
  3. JADUs are limited to one per residential lot if a single-family residence is already constructed on a lot.
  4. The owner must record a deed restriction stating that the JADU cannot be sold separately from the single-family residence.
  5. The owner shall execute a Covenant and Agreement in a form acceptable to the City to document that either the primary dwelling unit or accessory dwelling unit will be owner occupied.
  6. The JADU must include an efficiency kitchen which includes a sink, cooking appliance, counter surface, and storage cabinets that meet minimum building code standards; no gas or 220V circuits are allowed.
  7. The JADU may share a bath with the primary residence or may have its own bath.
  8. An interior entry into the single-family residence is not required.
  9. The JADU is to be considered part of the single-family residence for purposes of fire and life protection ordinances and regulations, such as sprinklers and smoke alarms.
  10. Additional parking may only be required if a garage is converted into a JADU as described in F above.
  11. Water, sewer and power connection fees may not be required.
- H. Fees – ADUs shall be subject to all development fees specified by city ordinances or resolutions for ADUs. Impact fees may not be imposed on JADUs and ADUs smaller than 750 square feet. For ADUs greater than 750 square feet, local agencies must assess an impact fee that correlates to square footage of primary residence. ADUs shall not be considered new residential uses for purpose of calculating utility connection fees or capacity charges, including water or sewer service.
- I. Enforcement – Upon application and approval, the City must delay enforcement against a qualifying substandard ADU for five years to allow the owner to address the violation, so long as the violation is not a health and safety issue, as determined by the Community Development Department.
- J. ADUs cannot be sold or otherwise conveyed separately from the primary dwelling, except if a qualified nonprofit corporation whose mission is to provide units to low-income households, completes a deed restricted sale consistent with State law.
- K. An accessory dwelling unit created pursuant to this Municipal Code section shall only be rented for a period of longer than 30 days as specified in State law.

#### **9.11.040 Off-street parking requirements.**

- A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas.



**Table 9.11.040A-12  
Off-Street Parking Requirements**

Residential Uses	Requirement	Covered Parking	Notes
Single-family	2/unit	Within an enclosed garage	
Accessory dwelling unit	1/bedroom		The accessory dwelling unit shall provide a minimum of one parking space per bedroom in addition to the parking required for the main dwelling, except as exempted by state law (refer to Section 9.09.130 Accessory dwelling units). Spaces may be provided as uncovered and/or tandem parking on a driveway.
Duplex	2/unit	Within an enclosed garage	
3 or more units: Studio 1 bedroom 2 bedrooms 3+ bedrooms	1.25/unit 1.5/unit 2.0/unit 2.5/unit	1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.

Residential Uses	Requirement	Covered Parking	Notes
Senior housing: Studio 1 bedroom + bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		
Live-work units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "live-work" parking standard.
Residential component of mixed-use project	See multiple-family requirements in this table	See multiple-family requirements in this table	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the nonresidential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

**Table 9.11.040B-12  
Off-Street Parking Requirements**

Attachment: Attachment 1 CC ordinance - PEN21-0073 [Revision 3] (5658 : Municipal Code Amendments amending various sections of Title 9)

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public. 2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments: Self-serve Automated	2 spaces + 2/washing stall 10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.

Commercial Uses	Requirement	Notes
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15% of the interior gross floor area of the primary food service use; if outdoor dining area is over 15%, 1 space for every 60 sq. ft. or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 sq. ft. of building area or greater	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage	
Hotel/motel	1/guest room	
Kennels	2 spaces/1,000 sq. ft.	2 spaces/1,000 sq. ft. of indoor animal enclosure.
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space/2 work stations	
Schools, private: Business and trade College Elementary/junior high Senior high	10 spaces + 24/classroom 10 spaces + 30/classroom 10 spaces + 2/classroom 10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum.

Commercial Uses	Requirement	Notes
Medical and health services: Convalescent and nursing homes Homeless shelter Hospitals Residential care facilities	1/3 beds 1/4 beds 1/bed see Residential Uses, Section 9.11.040 Table 9.11.040A-12	
Recreation: Arcades Bowling and billiards Commercial stables  Golf course Golf driving range Golf, miniature Health club Parks—public and private  Skating rink Tennis, handball and racquetball facilities	1/75 sq. ft. of gross floor area 5/alley + 2/billiard table 1/5 horse capacity for boarding on-site 6/hole 1/tee 3/hole 1/100 sq. ft. of gross floor area To be determined by the approval authority based upon an approved parking study. 1/100 sq. ft. of gross floor area 3/court	
Theaters	1/3 fixed seats	

**Table 9.11.040C-12  
Off-Street Parking Requirements**

Industrial Uses	Requirement	Notes
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

**Table 9.11.040D-12  
Off-Street Parking Requirements**

Public and Quasi-Public Uses	Requirement	Notes
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	

Public and Quasi-Public Uses	Requirement	Notes
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.
2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.
3. Accessible parking spaces for other uses shall be provided at the following rates:

No. of Automobile Spaces Provided	No. of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2% of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.
5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for

- use by persons with disabilities.
6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.
  7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.
  8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.
  9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.
  10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein.
- C. Low Emitting Fuel Efficient Carpool/Vanpool Vehicle Parking. Eight percent of required parking shall be designated for any combination of low-emitting, fuel efficient and carpool/vanpool vehicles for all new nonresidential development.
- D. Parking requirements for religious institution affiliated housing development projects (RIAHD).
1. Notwithstanding any provisions of this Title or any adopted specific plan to the contrary, the parking requirements for a religious institution affiliated housing development project are subject to the provisions of Government Code section 65913.6, as amended.
  2. "Religious institution affiliated housing development project" (RIAHD) is defined as a housing development project that meets all of the following requirements:
    - a. The housing development project is located on one or more contiguous parcels

- that are each owned, entirely, whether directly or through a wholly owned company or corporation, by a religious institution.
- b. The housing development project qualifies as being near collocated religious-use parking by being on or adjacent to a parcel with religious-use parking or by being located within one-tenth of a mile of a parcel that contains religious-use parking.
  - c. Qualifies for a density bonus under Government Code section 65915.
3. Allows up to 50 percent elimination of total religious-use parking spaces available for a Religious Institution Affiliated Housing Development project.
  4. No replacement requirement of religious-use parking spaces for a Religious Institution Affiliated Housing Development project proposes to eliminate, provided the reduction does not exceed 50 percent.
  5. Allows the remaining religious-use parking spaces to count toward number of parking spaces required for the Religious Institution Affiliated Housing Development project.
  6. Prohibits the reduction in parking spaces from reducing the minimum parking standards below one space per unit unless the Religious Institution Affiliated Housing Development project is within one-half mile of a high-quality transit corridor or a major transit stop, or a car share vehicle within one block of parcel.
    - a. High-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.
    - b. Major transit stop includes existing rail or bus rapid transit station, ferry terminal served by either bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
    - c. Car sharing means a model of vehicle rental where users can rent vehicles for short periods of time and users are members that have been preapproved to drive.

#### **9.14.050 Processing of tentative maps.**

##### **A. Filing of Tentative Map.**

1. Action Following Filing. For purposes of this section, the fifty (50) day limitation for action after filing of the tentative map shall commence after certification of the environmental impact report, adoption of a negative declaration, or a determination that the project is exempt from the requirements of Division 13 (commencing with Section 21,000) of the Public Resources Code.
2. Submittal Requirements. All tentative maps shall be submitted to the community development department and shall be accompanied by the appropriate fee as set by the city council and shall comply with this chapter.
3. Additional Information. Within thirty (30) days of the date on which the map is submitted, the community development department shall determine whether any additional information is required, and the applicant or representative shall be so notified. Once the information required to complete the review of the tentative map is provided, the community development department shall accept the map as complete for filing. Additional information which may be required shall include, but

- is not limited to, data necessary to complete environmental review, flood and drainage studies, sewage disposal information, and circulation studies.
- B. Fee for Flood Protection Study.
1. A flood protection study fee as set forth by city council shall be paid upon the submittal of the tentative map if required by the city engineer.
  2. No charge shall be made for a flood protection study on a revised tentative map filed within two years of the original filing.
  3. There shall be no flood protection study fee for reverting subdivided lands to acreage.
- C. Map Distribution. Upon the submittal of the tentative map to the community development department, one copy thereof shall be forwarded to each member of the appropriate advisory agency and to each of the following:
1. City engineer/public works department;
  2. Fire department;
  3. School district(s);
  4. California Department of Transportation (if applicable);
  5. Flood control district (if applicable);
  6. Eastern municipal water district and local sewer/water servers as applicable to the property involved;
  7. Riverside County health department;
  8. Police department;
  9. Parks and recreation department;
  10. Any other public agency, as appropriate.
- D. Review by Project Review Committee.
1. All tentative maps shall be reviewed by the project review committee (PRC). The land divider and any representative shall be notified of the date and time of the meeting, at which time the land divider shall review the proposed map with the committee.
  2. Upon completion of its review, the PRC shall prepare minutes and transmit a copy thereof to the land divider and his representative.
- E. Consideration by the Advisory Agency.
1. Tract Maps and Parcel Maps. Except as described herein, a public hearing shall be held before the planning commission and its report thereon shall be made. Notice of the hearing shall be given, as provided in Section 9.02.200 of this title, and shall be subject to the major development review process contained in Section 9.02.030(B) of this title. After closing the hearing, the planning commission shall approve, conditionally approve or disapprove the proposed tentative map. The community development director may approve, conditionally approve or disapprove a tentative parcel map without a public hearing on land zoned and developed for residential, mixed use, commercial or industrial purposes. Notice shall be given, as provided in Section 9.02.200(C) of this title.
  2. Notice of the decision shall be filed with the city clerk and a copy thereof mailed to the land divider or authorized agent and any interested party requesting a copy.
- F. Consideration of Tentative Maps by the City Council. The decision of the planning commission is final eleven (11) days after the planning commission decision is required unless:

1. An appeal is filed within ten (10) days of the planning commission action;
  2. A member of the city council requests that the city council assume jurisdiction of the matter within ten (10) days of the planning commission action; or
  3. The tentative map requires prior approval of a general plan amendment, zone change, or other approval vested solely with the city council. If the planning commission decision is appealed or the city council assumes jurisdiction, a public hearing on the matter shall be held not more than thirty (30) days thereafter.
- G. Appeal of Actions of Advisory Agency.
1. Appeal of Action of the Planning Commission.
    - a. The land divider or any interested party may appeal the decision of the planning commission on a tentative subdivision or parcel map to the city council. Any such appeal shall be filed with the city clerk within ten (10) days after the decision of the planning commission. The appeal shall be filed in writing, stating the basis for the appeal, and shall be accompanied by the applicable fee, as required by the city.
    - b. Upon filing of the appeal, the city clerk shall set the matter for a public hearing on a date within thirty (30) days after the date of the filing of the appeal and shall give notice of the public hearing, as required by law. Upon conclusion of the hearing, the city council shall render its decision on the appeal within seven days, declaring its findings therefore, and it may sustain, modify, reject or overrule any actions or rulings of the planning commission.
  2. Appeal of Action of the Community Development Director.
    - a. The land divider or any interested party may appeal the decision of the community development director to the planning commission. Any such appeal shall be filed with the community development director within ten (10) days after the decision. The appeal shall be filed in writing, stating the basis for the appeal, and shall be accompanied by the applicable fee, as required by the city.
    - b. Upon filing of the appeal, the community development director shall set the matter for a public hearing on a date within thirty (30) days after the date of the filing of the appeal and shall give notice of the public hearing in the same manner, as required by law. Upon conclusion of the hearing, the planning commission shall render its decision on the appeal within seven days.
- H. Extension of Time for Processing. All time limits specified in this title for reporting and acting on tentative maps may be extended by the mutual consent of the land divider and the advisory agency or city council, but in no event may the extensions exceed the maximum applicable period permitted by state law.
- I. Failure to Receive Notice. Failure to receive notice of a hearing shall not invalidate the action taken by the advisory agency, or the city council.
- J. Waiver of Final Parcel Map. Upon request of the land divider, the city engineer may waive the requirement that a final parcel map be prepared if the city engineer finds that the proposed land division complies with the requirements as to:
1. Area;
  2. Improvement and design;
  3. Flood water drainage control;
  4. Appropriate improved public roads;
  5. Sanitary disposal facilities;



6. Water supply availability;
7. Environmental protection;
8. Adequate existing survey control; and
9. All other provisions of this and other applicable ordinances of the city and the Subdivision Map Act.”

### 9.15.030 Definitions.

“Abutting” means having district boundaries or lot lines in common.

“Access corridor” means a portion of the lot providing access from a street and having a minimum dimension less than the required lot width.

“Access rights” mean the right, claims, title or privilege of access, by pedestrians or vehicles, to a public road or way.

“Access road” means a graded road with such improvements and of such width, as required in Chapter 9.14 of this title, which provides access from a division of land to an existing maintained street or highway.

“Accessory building” means any subordinate building or portions of the main building, the use of which is incidental to that of the main building on the same lot or premises, and which is used exclusively by the occupants of the main building.

“Accessory dwelling unit” means an attached or a detached residential dwelling unit, which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the existing single-family or multifamily dwelling is or will be situated.

“Accessory structure” means a structure that is accessory or incidental to a dwelling on the same lot.

“Accessory structure used for living purposes” means an accessory structure which is habitable space, as defined by the International Building Code.

“Accessory use” means any use customarily incidental to, related and clearly subordinate to a principal use established on the same lot or premises.

Acreage (Adjusted Net). “Adjusted net acreage” means the land area which remains after dedication of ultimate rights-of-way for: (1) exterior boundary streets; (2) flood control rights-of-way; and (3) public parks developed to meet minimum standards. Major utility easements and rights-of-way may not be counted as adjusted net acreage. Areas devoted to park land or active recreational uses may be counted as adjusted net acreage only if such public facilities are proposed over and above the minimum park land requirements.

“Active recreational uses” mean facilities occurring on level or gently sloping land to a maximum slope of ten (10) percent which are designed to provide individual or group activities of an active nature, including, but not limited to, sports fields, court games, swimming pools, children’s play areas, picnic areas, golf courses, and recreational community gardening. Active recreational uses do not include natural open space, nature study areas, open space for buffer areas, slopes greater than ten (10) percent, riding and hiking trails, scenic overlooks, water courses, drainage areas or water bodies.

“Adjoining” means district boundaries or lot lines in common.

“Advisory agency” means the city of Moreno Valley planning commission for all tentative Schedule “A,” “B,” “C,” “D,” “E,” “F,” “G,” “H” and “I” maps, and for such other purposes as the context so indicates.

“Alley” means a secondary means of access to property and is located at the rear or side of the property. Minimum right-of-way width shall be twenty (20) feet.

“Alter” means to make a change in the supporting members of a structure, such as bearing walls, columns, beams or girders, which will prolong the life of the structure. In case of a sign, “alter” means a change of all or a portion of the copy, message or sign legend or face, except on signs designed to advertise changing messages.

“Ambient level” means the general noise level one finds in a certain area at a given time.

Animal (Exotic or Wild). “Exotic” or “wild animals” mean and include lions, tigers, bears, simians, cougars, badgers, wolves, coyotes, foxes, lynx, peacock, monkey or any venomous or otherwise dangerous reptile or any other dangerous or carnivorous wild animal, or any wild animal, as defined in Section 2116 of the Fish and Game Code of the state of California, or any other animal determined to be dangerous or potentially dangerous by the city community development director.

Animal (Large). “Large animals” mean and include equine, bovine and similar sized animals, as determined by the city community development director.

Animal (Medium). “Medium animals” mean and include sheep, goats and similar sized animals, as determined by the city community development director.

Animal (Small). “Small animals” mean and include rabbits, chinchillas, guinea pigs and other similar sized animals, as determined by the city community development director.

“Antenna” means a device used to transmit and/or receive radio or electromagnetic waves between terrestrially and orbitally based structures.

Antenna, Commercial. “Commercial antenna” means an antenna or satellite dish used in conjunction with a business, commercial enterprise, trade, calling, vocation, profession, occupation, or other means of livelihood, whether or not carried on for gain or profit, including, but not limited to, public utilities, wireless telephone communications or private-owned or publicly supported AM or FM radio stations, cable television operations or television broadcast stations, but excluding standard television receive only antennas.

Antenna, Noncommercial. “Noncommercial antenna” means an antenna or satellite dish not used in conjunction with a business, or commercial enterprise.

Antenna, Satellite Dish. “Satellite dish antenna” means a transmitting and receiving antenna, typically parabolic, disc or double convex shaped with an active element external to the disc that communicates by line of sight with another similar antenna or an orbiting satellite.

“Apartment” means one or more rooms with private bath and kitchen facilities comprising an independent self-contained dwelling unit in a building containing more than two dwelling units.

“Applicant” means an owner applying for a city permit pursuant to this title.

“Approved access” means one of the following:

1. A dedicated right-of-way;
2. An offer to dedicate to the city of Moreno Valley, or an offer to dedicate to the county of Riverside for which the city of Moreno Valley is a successor in interest, a width as established by the circulation element of the Moreno Valley general plan or any adopted specific plan or highway right-of-way standards and a strip of land at least twelve

(12) feet in width which expressly grants to the owner of the subdivision or development and any successors in interest the right to use the easement without limit as to the quantity of vehicular traffic from each lot or use created by the owners or successors in interest to improved roadways in the city road system, both of which abut or connect to a publicly maintained roadway or connect to existing traveled roads where a prescriptive right by user exists for public use;

3. An offer to dedicate to the city of Moreno Valley, or an offer to dedicate to the county of Riverside for which the city of Moreno Valley is a successor in interest, or to the public in general, an easement for public road, highway and public utility purposes, of a width as established by the circulation element. The offer to dedicate to the public in general can be accepted by public use, but the easement for road construction thereon shall not become a city roadway until and unless the city council, by appropriate resolution, has caused such roadway to be accepted into the city road system; or

4. An existing traveled way where a prescriptive right by user has been established for public use by a court decree.

“Approved fire hydrant” means an appliance meeting city of Moreno Valley standards and approved by the water company and fire department having jurisdiction for use as a fire hydrant.

“Arcades” mean a place of business where more than four electronic, video or coin-operated games are operated for compensation.

“Architectural features” mean any portion of the outer surface of a structure, including, but not limited to, the kind, color and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, awnings and canopies, screens, sculptures, decoration, roof shape and materials, and other fixtures appurtenant to a structure.

“Architectural projection” means a marquee, fireplace chimney, porch, canopy or similar projection of a building.

“Arterial” means a highway intended to serve through traffic, where access rights are restricted and intersections with other streets or highways may be limited. Minimum right-of-way width shall be one hundred (100) feet.

“Attendant parking” means parking facilities where a lot attendant parks vehicles for drivers. This term is used interchangeably with “valet parking.”

“Authorized agent” means a person bearing written authority from the property owner to act on behalf of and to bind the property owner.

“Automobile service station” or “gasoline service station” means a retail place of business engaged in supplying goods and services essential to the normal operation of automobiles, whose primary use is the dispensing of automotive fuel and motor oil.

Automotive and Light Truck Repair (Major). “Major automotive and light truck repair” means activities typically including, but not necessarily limited to, automotive and light truck repair, heavy automobile and truck repair, such as transmission and engine repair, automotive painting and body work, and the installation of major accessories.

Automotive and Light Truck Repair (Minor). “Minor automotive and light truck repair” means activities, including, but not necessarily limited to, automotive and light truck repair, the retail sale of goods and services for automotive vehicles and light trucks (less than six thousand (6,000) pounds), and the cleaning and washing of automotive vehicles. Uses typically include, but are not necessarily limited to, brake, muffler and tire shops and

automotive drive-through car washes. Heavier automobile repair such as transmission and engine repair and auto body shops shall not be included in this land use type.

“Aviary” means an outside enclosure within which small birds (excluding poultry or fowl, as defined) are kept and raised.

“Awning” means a permanent or temporary structure attached to and wholly supported by a building, and installed over or in front of openings or windows in a building, and consisting of a fixed or movable frame and a top of canvas or other similar material covering the entire space enclosed between the frame and the building.

“Banner,” “flag,” “pennant” or “balloon” means any cloth, bunting, plastic, paper or similar material used for advertising purposes attached to, pinned on, or hung from any structure, staff, pole, line, framing, vehicle or other object.

“Barrier strip” means a strip of land one foot or more in width dedicated to the city of Moreno Valley for street purposes and access control at the end of a dead end street or along the side of a part-width dedicated street or other public right-of-way.

“Bars” means an establishment serving alcoholic beverages for on-site consumption as the primary use, including bars, cocktail lounges, pubs, saloons, and taverns and in which the service of food is only incidental to the consumption of such beverages.

“Bars, with Limited Live Entertainment” means a bar or tavern that provides incidental entertainment, such as musical performances, where the performance area does not exceed seventy-five (75) square feet and customer dancing does not occur. The use shall instead be classified as a nightclub if the performance area exceeds seventy-five (75) square feet or customer dancing occurs. Live entertainment does not include a sexually oriented business.

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year; this is sometimes referred to as a one hundred-year flood.

“Bicycle check-in parking system” means a parking system wherein the bicycle is delivered to, and left with, attendant(s) with provision for identifying the bicycle’s owner. The stored bicycles are accessible only to the attendant(s).

“Bicycle locker” means a fully enclosed space accessible only to the owner or operator of the bicycle.

“Bicycle-monitored parking” means an area for the parking of bicycles which is under constant surveillance.

“Bicycle-restricted access parking” means Class 3 facilities within a locked room or locked enclosure accessible only to the owners or operators of bicycles parked within, or Class 2 facilities within the common locked garage area(s) of a multiple-family residential development which is accessible only to residents of the units for which the garage is provided.

“Bicycle way” means an area either within or outside the right-of-way of a dedicated street where bicycle travel is the designated use.

Billboard. See “Outdoor advertising display.”

“Block” means the aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

“Block length” means the linear dimension of a block along one of its street frontages.

“Block perimeter” means the aggregate dimension of a block along all of its street frontages.

“Boarding or rooming house” means a building containing a dwelling unit where lodging is provided with or without meals for compensation. Notwithstanding this definition, no single-family residence lawfully operating pursuant to a state license under the California Health and Safety Code, that is otherwise exempt from local zoning regulations, shall be considered a boarding or rooming house for purposes of this code.

“Bridge” means the construction of or addition to a bridge identified in the circulation element of the general plan or is part of a major thoroughfare and spans a waterway, railway, freeway or canyon.

“Building façade line” means the vertical plane along a lot where the building’s front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

“Building face” means the area of a building elevation, front, rear or side, in which a business is located.

“Building frontage” means the side of a building which contains the main entrance for pedestrian ingress and egress. If more than one main entrance exists, the one that more nearly faces or is oriented to the street of highest classification as portrayed on the current general plan of circulation shall be considered the building frontage. If all streets are of the same classification, the side of the building with the smallest lineal dimension containing a main entrance shall be considered the building frontage.

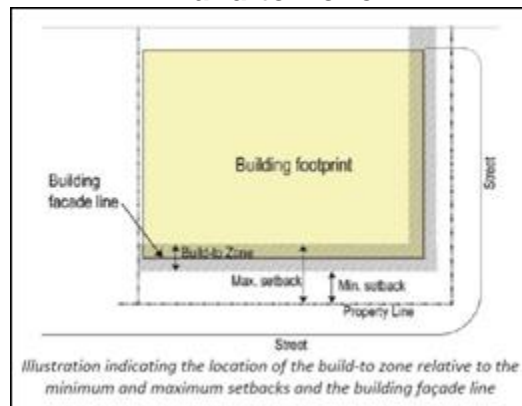
“Building height” means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the highest point of the highest gable of a pitch or hip roof, but exclusive of vents, air conditioners, chimneys or other such incidental appurtenances.

“Building site” means a legally created parcel or contiguous parcels of land in single or joint ownership, which provides the area and the open spaces required by this title for location of a building or structure, exclusive of all vehicular and pedestrian rights-of-way and all other easements that prohibit the surface use of the property by the owner thereof.

“Building space” means a building or portion of a building used by one business or other user interest without direct interior connections to other business interests.

“Build-to-zone” means the area between the minimum and maximum setbacks within which the principal building’s front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

**Figure 9.15.030-1  
Build-to-Zone**



“Business complex” means a group of buildings and/or parcels planned or constructed as an integrated entity, with shared access and internal circulation.

“Business directory sign” means a sign located in a multitenant complex which lists each business and address located therein.

“Business identification sign” means an on-site sign which identifies the business located therein.

“Cabana” means any portable, demountable or permanent cabin, small house, room, enclosure, or other building or structure erected, constructed or placed on a mobilehome space and used in conjunction with a mobilehome. Such structure shall not be used for sleeping purposes.

“Cannabis” means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this title, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.

“Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Cannabis dispensary” means any activity involving the retail sale of cannabis or cannabis products from a retailer.

“Cannabis distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.

“Cannabis distribution center” means a location that provides the procurement, sale, and transport of cannabis and cannabis products between entities licensed by the state of California.

“Cannabis manufacturing” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the city of Moreno Valley and, a valid state license as required for manufacturing of cannabis products.

“Cannabis microbusiness” means a location with a combination of at least three of the following four commercial cannabis activities: manufacturing, cultivation (limited to ten thousand (10,000) square feet), distribution, and dispensary.

“Cannabis testing” means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products and that is both: (1) accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and (2) licensed by the Bureau of Cannabis Control.

“Can sign” means an internally illuminated sign consisting of a metal cabinet and a sign face(s) made, in part, of a translucent material such as plexiglass.

“Canopy” means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site.

“Canopy” means a small roof or awning attached to and supported by the wall of a structure.

“Canopy or awning sign” means a sign painted, placed or installed on any awning or canopy.

“Carport” means a permanently roofed structure with not more than three enclosed sides used for means automobile shelter and storage.

Catteries.

1. “Commercial catteries” mean any building, structure, enclosure or premises whereupon, or within which five or more cats are kept or maintained primarily for financial profit for the purpose of boarding, breeding, training, marketing, hire or any other similar purpose.

2. “Noncommercial catteries” mean any building, structure, enclosure or premises whereupon, or within which, five or more cats are kept or maintained, but not primarily for financial profit.

“Child day care facility” means a facility, licensed by the state of California, which provides nonmedical care to children under eighteen (18) years of age in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four (24) hour basis. Child day care facility includes day care centers and family day care homes.

“City” means the city of Moreno Valley.

“City council” means the city council of the city of Moreno Valley.

“City standards” mean standard drawings as prepared or adopted by the public works director/city engineer, showing the nature of various items of improvement work to be constructed and/or made a part of the improvement agreement.

“Collection facility” means a center for the acceptance, by donation, redemption, or purchase, of recyclable materials from the public. Collection facilities may include the following:

1. Reverse vending machine(s);
2. Small collection facilities which occupy an area of not more than five hundred (500) square feet, and may include:
  - a. A mobile recycling unit,
  - b. Bulk reverse vending machines or a grouping of reverse vending machines occupying more than fifty (50) square feet,
  - c. Kiosk type units, which may include permanent structures,
  - d. Unattended containers placed for the donation of recyclable materials;
3. Large collection facilities which may occupy an area of more than five hundred (500) square feet and may include permanent structures.

“Collector street” means a street which is intended to serve intensive residential land use, multiple-family dwellings, or to convey traffic through a subdivision to roads of equal capacity or greater. It may also serve as a cul-de-sac in industrial or commercial use areas but shall not exceed six hundred sixty (660) feet in length when so used. Minimum right-of-way width shall be sixty-six (66) feet.

“Commercial-ready space” means ground floor interior space constructed with a minimum height as established in Section 9.07.096 (Building frontage type standards) that may be

used for either residential or nonresidential uses. The intent of commercial-ready space is to provide flexibility so that a space can be converted between residential and nonresidential uses in response to market demand.

“Communication and telecommunication facilities” mean and include cable television reception facilities, cellular telephone facilities, centers for employee telecommuting, communication receiving and broadcasting facilities and the like.

“Communication facilities” mean communication towers, equipment structures, monopoles, and the necessary appurtenances.

“Community development director” means the community development director of the city of Moreno Valley.

“Community noise equivalent level (CNEL)” means the average noise level during a twenty-four (24) hour day, in decibels, weighted to account for the lower tolerance of people to noise during evening (seven p.m. to ten p.m.) and night (ten p.m. to seven a.m.) hours relative to daytime hours, and shall be computed as prescribed by Title 25 of the Administrative Code of the state of California.

“Community services district” means a community services district which has the power to construct and maintain streets, landscaping, or other public improvements as appropriate with the context used.

Compatible.

1. The term “compatible” means capable of coexisting in harmony or without significant conflict. A compatible land use will not cause a significant detriment to the use, economic value, habitability and enjoyment of residents, owners, workers, and/or patrons of any land uses in the surrounding and adjacent area. In terms of building design, compatible means consistent or in harmony with existing and planned development.

2. Elements to be considered in the evaluation of compatibility include, without limitation by this enumeration, style, mass, bulk, size, use, occupancy, improvements, character, scale, texture, color and other principles of design described in the city of Moreno Valley design guidelines.

“Comprehensive general plan” means the comprehensive general plan of the city of Moreno Valley, including all elements thereof, as adopted by the city of Moreno Valley.

“Condominium” means an estate in real property consisting of an undivided interest in common in portion of real property, coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map or condominium plan in sufficient detail to locate all boundaries thereof, and as more specifically defined by California Civil Code Section 1351(f).

“Construction sign” means a temporary sign announcing a future use or a project under construction and identifying parties participating in the project.

“Contractor’s storage yard” means a use providing for storage and/or distribution of supplies or construction of materials required in connection with a business activity, public utility service, transportation service, or similar activity.

“Contractor’s storage yard with office” means a use providing for storage and/or distribution of supplies or construction of materials required in connection with a business activity, public utility service, transportation service, or similar activity. The use shall also include a permanent structure on a foundation for office use on the site.

“Convalescent home” means a facility licensed by the State Department of Public Health, the State Department of Social Welfare, or the county of Riverside, which provides bed



and ambulatory care for patients with postoperative convalescent, chronically ill or dietary problems, and persons aged or infirm unable to care for themselves; but not including alcoholics, drug addicts, or persons with mental or contagious diseases or afflictions.

“Convenience sign” means a sign which conveys information such as “restrooms,” “no parking,” “entrance,” or minor business identification for directional purposes, and is designed to be viewed on site by pedestrians and/or motorists.

“Convenience store” means any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area of less than five thousand (5,000) square feet.

“Copy” means any words, letters, numbers, figures, designs or other symbolic representations incorporated into a sign.

Copy Area. See “Sign copy area.”

“Cul-de-sac street” means a road open at one end only, with special provisions for turning around, and the further extension of which is precluded by the land division design.

“Day care center” means any child day care facility, licensed by the state of California, other than a family day care home, and includes infant care centers, preschools, and extended day care facilities.

“dBA” means a number in decibels read from a sound level meter with the meter using the “A” weighting filter. The “A” weighting filter de-emphasizes very low and very high frequency sounds in a manner similar to the response of the human ear.

“Dead end street” means a street open at one end only, without provisions for turning around and which may be further extended into adjoining property.

“Density” means the number of dwelling units per net acre.

“Department of Transportation” means the Department of Transportation of the state of California.

Design (Land Divisions). For purposes of Chapter 9.14 of this title, “design” means:

1. Street alignments, grades and widths;
2. Drainage and sanitary facilities and utilities, including alignments and grades thereof;
3. Location and size of all required easements and rights-of-way;
4. Fire roads and firebreaks;
5. Lot size and configuration;
6. Traffic access;
7. Grading;
8. Land to be dedicated for park or recreational purposes; and
9. Such other specific physical requirements in the plan and configuration of the entire land division as may be necessary to insure consistency with or implementation of the comprehensive general plan and any applicable specific plan.

“Directional sign” means a sign used to direct and control vehicular or pedestrian traffic and is located upon the same parcel of land as the use that it is intended to serve. A subdivision directional sign shall not be included in this category.

“Discontinued use” means a business or activity that has ceased operation at any given location for a continuous period of at least sixty (60) days.

“District” means a portion of the city within which the use of land and structures and the location, height and bulk of structures are governed by this title.

“Divided arterial” means a divided highway primarily for through traffic to which access from abutting property shall be kept at a minimum. Intersections with other streets or highways shall be limited to approximately one-quarter mile intervals. Minimum right-of-way width shall be one hundred ten (110) feet.

“Divided highway” means a roadway with two roadbeds.

“Divided major arterial” means a six-lane divided highway primarily for through traffic serving property zoned for major industrial, commercial and multiple residential uses where anticipated traffic volumes exceed four-lane capacity. Access from other streets or highways shall be limited to approximately one-quarter mile intervals. Minimum right-of-way width shall be one hundred thirty-four (134) feet.

“Dormitory” means a building intended or used principally for housing students, where such building is related to an educational institution.

Dwelling (Multifamily Attached). “Attached multifamily dwelling” means a building containing two or more dwelling units.

Dwelling (Single-family). “Single-family dwelling” means a building containing one dwelling unit.

“Dwelling unit” means a building or mobile home or portion thereof, which contains living facilities for not more than one family, within which one family has interior access to all parts of the dwelling. In the case of residential care facilities with shared eating, cooking or sanitation facilities, a dwelling unit is a building or portion thereof that contains living facilities for ten (10) or less persons.

“Edge of a right-of-way” means a measurement from the limit of the public right-of-way measured along a line equidistant from and parallel to the centerline of the freeway or highway.

“Educational institutions” means public and other institutions conducting regular academic instruction at kindergarten, elementary, secondary or collegiate levels, and including graduate schools, universities, research institutions and religious institutions. Such institutions must either offer general academic instruction equivalent to the standards prescribed by the State Board of Education, or confer degrees as a college or university of undergraduate or graduate standing, or conduct academic or scientific research, or give religious instruction. The definition does not include commercial or trade schools.

“Efficiency unit” means an attached unit for occupancy by no more than two persons which have a minimum floor area of one hundred fifty (150) square feet and which may also have partial kitchen or bathroom facilities, as allowed in Section 17958.1 of the Health and Safety Code.

“Emergency shelters” (California Health and Safety Code Section 50801(e)) means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Entertainment (Live). “Live entertainment,” when used in this title in connection with the performing arts and other methods of live performances by entertainers, shall apply to the following activities where they occur on a scheduled basis three or more days during a calendar year on the site of a use other than a public or semi-public use:

1. A musical, theatrical or dance recital performed by one or more persons, regardless of whether performers are compensated;

2. Any form of dancing by patrons or guests at a business establishment; or
3. A fashion show, except when conducted within an enclosed building used primarily for manufacture or sale of clothing.

“Environmental constraint note” means any note or notes required by the conditions of approval to be shown on an environmental constraint sheet and reference made thereto on the final map. This shall be required when constraints involving (but not limited to) any of the following are conditioned by the advisory agency or city council: archaeological sites, geologic mapping, grading, building, building setback lines, flood hazard zones, seismic lines and setbacks, fire protection, water availability or sewage disposal, and signalization mitigation.

“Environmental constraint sheet” means a duplicate of the final map on which are shown the environmental constraint notes. This sheet shall be filed simultaneously with the final map, with the city engineer and labeled “ENVIRONMENTAL CONSTRAINT SHEET” in the top margin. Applicable items will be shown under a heading labeled environmental constraint notes. The environmental constraint sheet shall contain the statement:

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

“Environmental impact report (EIR)” means a report complying with the requirements of and as defined by the California Environmental Quality Act (CEQA) and its implementing state guidelines. This term is synonymous with an environmental impact statement (EIS) as defined in federal law.

“Exploration” means the search for minerals by geological, geophysical, geochemical or other recognized techniques. These include, but are not limited to, sampling, assaying, drilling or any surface or underground works needed to determine the type, extent or quantity of minerals present.

“Expressway” means a highway for through traffic to which access from abutting property is restricted. Intersections with other streets or highways shall be limited to approximately one-half mile intervals.

Fascia Sign. See “Wall sign.”

“Family” means one or more individuals occupying a dwelling unit and living as a single household unit.

“Family day care home” means a home, licensed by the state of California, which regularly provides care, protection and supervision of children, in the provider’s own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and includes the following:

1. “Large family day care home” which means a home which provides family day care to seven to twelve (12) children, including children who reside at the home;
2. “Small family day care home” means a home which provides family day care to six or fewer children, including children who reside at the home.

Farm Projects (Future Farmers, 4-H or Similar Projects). “Farm projects” means not more than two cattle, horses, sheep, goats or similar farm animals on parcels not less than twenty thousand (20,000) square feet in size, and other small animals on smaller lots as

specified in this title, being fattened or trained in connection with the education of a person as a member of a recognized farm education organization.

“Farmworker housing” means housing that is occupied by farmworkers or farmworkers and their households. Farmworker housing is allowed in all multiple-family zones (R-10, R-15, R-20, and R-30).

“Finance and conveyance map” means a map used to parcelize undivided land, parcel maps, or tract maps for non-build reasons.

“Fire chief” means the chief of the fire protection agency or of any other applicable district, agency or department of the city or designee having jurisdiction for fire protection purposes in the area in which a land division is located.

“Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; or
2. The unusual and rapid accumulation of run-off of surface waters from any source.

“Flood control engineer” means the person as determined by the area in which a land division is located, as follows:

1. Within the boundaries of the Riverside County flood control and water conservation district, it means the chief engineer of that district.
2. In other instances, it means the city engineer or designee.

“Flood hazard area” means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, as shown on a sectional district map, flood insurance rate map (FIRM) or flood boundary and floodway map.

“Flood insurance rate map (FIRM)” and “flood boundary and floodway map” mean the official maps on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

“Flood insurance study” means the official report provided in which the Federal Insurance Administration has provided flood profiles, as well as the boundaries and the water surface elevations of the base floods.

“Flood related erosion” means the collapse or subsidence of land along the shore of a lake or other body of water or adjacent to a stream as a result of erosion or undermining, caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water unanticipated force of nature, such as a flash flood or by an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

“Floodplain” means the land area adjacent to a watercourse, and/or other land areas susceptible to being inundated by water from any source (see definition of “Flood” or “flooding”).

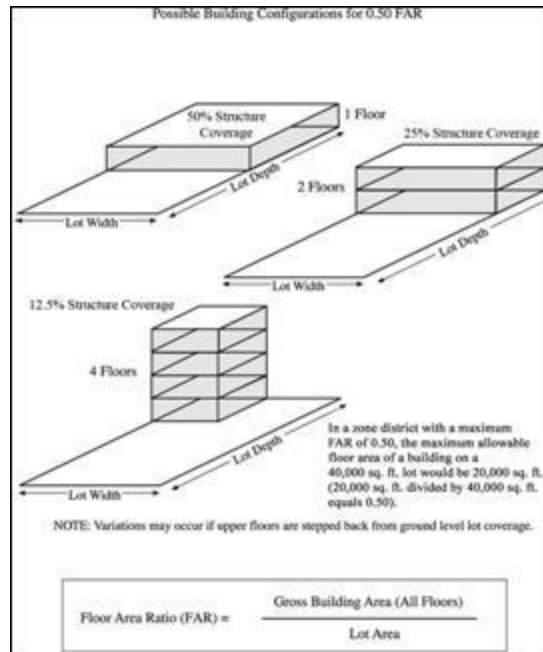
“Floodway” means the channel of a river or other watercourse and that part of the floodplain reasonably required to discharge the design flood without cumulatively increasing the water surface elevation more than one foot at any point assuming equal conveyance reduction outside the channel from the two sides of the floodplain.

Floor Area (Gross). “Gross floor area” means the total enclosed area of all floors of a building measured to the inside face of the exterior walls but excluding area used exclusively for vehicle parking or loading.

Floor Area (Net). “Net floor area” means the total building floor area excluding garages, hallways, lobbies, elevators and other common spaces.

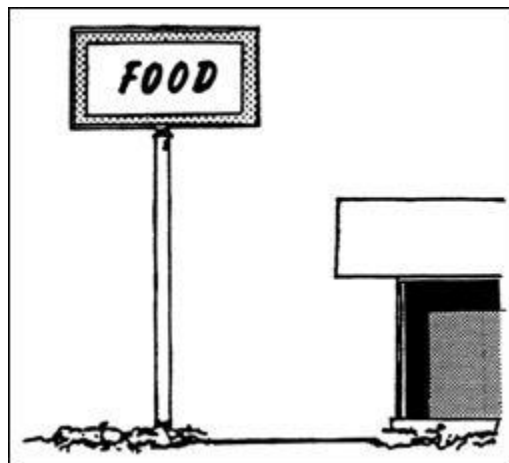
“Floor area ratio (FAR)” means the mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table 9.07.095-10 (Mixed-Use Overlay District Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

**Figure 9.15.030-2  
Floor Area Ratio**



“Freestanding sign” means any sign which is supported by one or more columns or uprights embedded in the ground, and which is not attached to any building or structure. Freestanding sign shall be architecturally integrated with the primary use on-site.

**Figure 9.15.030-3  
Freestanding Sign**



“Freeway” means a highway upon which there are no abutter’s rights of access, and which provides separated grades at intersecting streets.

Frontage Road (Major, Secondary and Residential). “Major, secondary and/or residential frontage road” mean an auxiliary street adjacent to freeways, expressways, and flood control channels and other rights-of-way which is used primarily to provide public access to adjacent property. Minimum right-of-way width shall be in accordance with the appropriate city standards.

“Future tenant identification sign” means a temporary sign for an approved project which identifies a future use of a site or building.

“Garage” means a permanently roofed and enclosed structure with a garage door which is intended to be used for automobile shelter and storage.

Garage (Subterranean). “Subterranean garage” means a visually enclosed structure or portion of a structure intended to be used for the storage of automobiles, the maximum height of which is no greater than two and one-half feet measured from the existing grade.

“General local street” means a through street serving fifty (50) or more single-family lots or lot sizes of less than seven thousand two hundred (7,200) square feet. It may also serve as a private interior street in an industrial park. Minimum right-of-way width shall be sixty (60) feet.

Grade (Existing). “Existing grade” means the surface of the ground or pavement at a stated location as it exists prior to disturbance in preparation for a project regulated by this title.

Grade (Finish). “Finish grade” means the final grade of the site which conforms to the approved plan.

“Grand opening sign” means a temporary sign for a promotional activity used for the original opening of a business at a particular location, within thirty (30) days after occupancy, to inform the public of its location and contribution to the community. Existing businesses may qualify for an original opening if the ownership and the name of the business is changed. “Grand opening” does not mean an annual or occasional promotion of retail sales by a business or opening of a related store at another location.

“Guest room” means any rented or leased room which is used or designed to provide sleeping accommodations for one or more guests in apartments, hotels, motels, private clubs, lodges and fraternal organizations. In a suite of rooms, each room that provides access to a common hall or direct access to the outside area shall be considered as one guest room.

“Handicapped housing” means multiple-family housing in which all of the dwelling units serve physically handicapped persons. Handicapped housing is characterized by doors, elevators, bathroom and kitchen facilities designed to accommodate physically handicapped persons. Handicapped housing does not include residential care facilities licensed by the state of California.

“Hardscape” refers to the solid, hard elements in landscape design that stay the same for years. Examples of hardscape designs include patios, decks, driveways, walkways, stairs, water features, retaining or garden walls and outdoor kitchens. Many different materials are used in hardscape designs including concrete, brick, slate and flagstone.

“Hazardous fire area” means any land which is covered with grass, grain, brush or forest, whether privately or publicly owned, which is so situated or is of such inaccessible location

that a fire originating upon such land would present an abnormally difficult job of suppression or would result in great and unusual damage through fire or resulting erosion. "Health officer" means the health officer of Riverside County.

"Height" means a vertical dimension measured from existing grade unless otherwise specified.

"Highway" or "street" means a right-of-way within which improvements are constructed for the conveyance of vehicular, pedestrian and other permitted traffic and includes all highways, streets, roads and alleys. Such rights-of-way and improvements shall be in conformity with city of Moreno Valley standards and specifications.

"Homeless shelter" means a facility operated by a provider, other than a "community care facility," as defined in the California Health and Safety Code Section 1502, which provides temporary emergency shelter and/or an intake office for homeless persons. An intake office is a facility where homeless persons contact the provider and make arrangements for obtaining shelter. A provider is a government agency or a private nonprofit organization which provides temporary emergency shelter for the homeless and that meets all of the applicable requirements contained in the California Health and Safety Code and the California Administrative Code.

"Home occupation" means an occupation conducted in a dwelling unit, in a residential district that is incidental to the principal residential use of a lot or site.

Hot Tub. See "Swimming pools, hot tubs and spas."

"Hotel" means any structure, or any portion of any structure, which is occupied or intended or designed for use or occupancy by transients, including but not limited to dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, time-share project or facility, dormitory, public or private club, mobilehome or house trailer at a fixed location, or other similar structure or portion thereof, duplex, triplex, single-family dwelling units except any private dwelling house or other individually owned single-family dwelling house unit rented only occasionally (infrequently) and incidentally to the normal occupancy by the owner or his family; provided, that the burden of establishing that the housing or facility is a hotel as defined herein shall be upon the owner or operator thereof who shall file with the tax administrator such information as the tax administrator may require, to establish and maintain such status.

"Household pet" means animals which are kept exclusively inside the residence, except dogs and cats, and for which no outside cages or shelters are required. These include, but are not limited to snakes, birds (other than fowls), guinea pigs, and other animals which are not offensive to a residential neighborhood by nature of noise, odor or other objectionable features.

Illumination (Direct). "Direct illumination" means illumination by means of light that travels directly from its source to the viewer's eye.

Illumination (Indirect). "Indirect illumination" means illumination by means only of light cast upon a surface from a source from which the light does not travel directly to the viewer's eye.

"Impound yard" means any property used for the temporary storage of vehicles which have been legally removed or impounded at the direction of a peace officer or by judicial order, as prescribed by law. This definition shall not be construed to include vehicle repair, dismantling, salvage or wrecking activities, nor the sale of vehicles or parts.

“Improvement” means any street work surveys and monuments and utilities to be installed, or agreed to be installed, by the land divider on the land to be used for public or private streets, highways, and easements as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof. Improvement also means such other specific improvements or types of improvements, the installation of which, either by the land divider, public agencies, private utilities, by any other entity approved by the city of Moreno Valley or its designated officer or entity, or by any combination thereof, is necessary to insure consistency with, or implementation of, the general plan and any applicable specific plan.

“Improvement agreement,” as herein referred to, means the formal subdivision improvement agreements entered into with the city council of the city of Moreno Valley by the subdivider or developer, as completed and executed by both parties. Such agreements to set forth all requirements for improvement of the subject subdivision, including roads, water supply systems, drainage systems and devices, sewers, monuments or other work as set forth therein.

“Improvement standards” mean the standards set forth in this and other city ordinances or regulations related to the development of land as a subdivision or parcel map division.

“Industrial collector” means a three-lane interior, circulatory street with a continuous left turn lane with at least one end connecting to a road of greater capacity. Minimum right-of-way width shall be seventy-eight (78) feet.

Integration of Uses. Potential ways to integrate uses allowed in mixed-use development include:

1. Vertical Integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.
2. Horizontal Integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

“Interior sign” means a sign inside any business that cannot be seen from outside of the building in which the business is located or located more than three feet of the window.

“Internal ADU” is fully contained within the existing space of the primary structure or an accessory dwelling unit.

“Junior Accessory dwelling unit (JADU)” means a residential dwelling unit of no more than 500 square feet that is completely contained within the space of an existing residential structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

“Junk” means an article in poor condition due to deterioration or disrepair.

Kennel (Commercial). “Commercial kennel” means any property maintained for the purpose of boarding, breeding, raising or training dogs or cats over the age of four months for a fee or for sale.

Kennel (Noncommercial). “Noncommercial kennel” means any property where four or more dogs or cats, over the age of four months, are kept or maintained for the use and enjoyment of the occupant for noncommercial purposes.

“Land divisions” shall be as defined by California Government Code Sections 66410 et seq., commonly known as the Subdivision Map Act, Division 2, Subdivision, Article 2, Definitions.



“Land project” means a land division, as defined in Section 11000.5 of the Business and Professions Code.

“Land use approval” means an approval granted at the discretion of the community development director in connection with a building plan, landscape plan or other requested approval certifying that the proposal complies with applicable city ordinances, regulations and any applicable project conditions and where the findings are made by the community development director pursuant to Section 9.02.170(C) of this title.

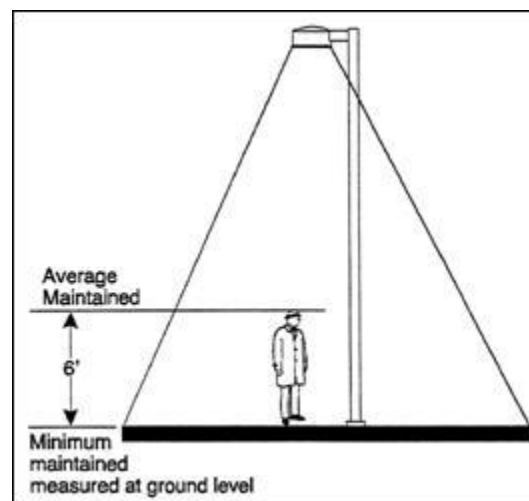
“Land use ordinance” means the city of Moreno Valley development code as amended.

“License” means a state license issued under this title, and includes an A-license and an M-license, as well as a testing laboratory license.

“Licensee” means any person holding a license under this title, regardless of whether the license held is an A-license, M-license, or a testing laboratory license.

Lighting (Minimum Maintained). “Minimum maintained lighting” means a method of measuring light at the ground level.

**Figure 9.15.030-4  
Lighting (Minimum Maintained)**



“Light trespass” means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

“Livestock” means and includes cows, bulls, calves and heifers, except pigs.

“Live-work” means a structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

“Live-work unit” means a unit with both residential and nonresidential uses and where neither use is subordinate to the other.

Lodge Hall. A “lodge hall” consists of a building where a nonprofit fraternal organization holds meetings and social gatherings. A fraternal organization is a group of people formally organized for a common interest and generally characterized by membership qualifications, payment of fees or dues, a constitution and by-laws.

“Lot” means a designated parcel, tract or area of land established by plot, subdivision or as otherwise permitted by law, to be used, developed or built upon as a unit.

“Lot area” means the area within the lot lines after dedication. See “Acreage (adjusted net).”

Lot (Corner). “Corner lot” means a site bounded by two or more streets that have an angle of intersection of not more than one hundred thirty-five (135) degrees. The front yard of a corner lot shall adjoin the narrowest street property line.

“Lot coverage” means the ratio between the ground floor area of the building or buildings and the lot area. Lot coverage shall be exclusive of steps, chimneys, unenclosed and unroofed terraces and patios.

“Lot depth” means the horizontal distance between the midpoint of the front lot line and midpoint of the rear lot line.

Lot (Double Frontage). “Double frontage lot” means a lot having frontage on two parallel streets, or which fronts upon two streets which do not intersect at the boundaries of the lot.

Lot (Flag). “Flag lot” means a lot with access to a street by a portion of the lot not meeting the requirement of the code for lot width, but having a dimension of at least thirty-five (35) feet at its narrowest point.

Lot (Interior). “Interior lot” means a lot other than a corner lot.

Lot (Key). “Key lot” means the first interior lot to the rear of a reversed corner lot.

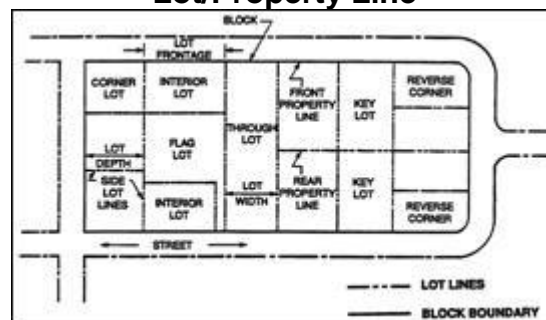
Lot (Reversed Corner). “Reversed corner lot” means a corner lot having a side lot line which is substantially a continuation of the front lot line of a lot to its rear.

Lot or Property Line (Front). “Front lot line” or “front property line” means, in the case of an interior lot, a line separating the lot from the street. In the case of a corner lot, the front lot line shall be the narrowest frontage separating the lot from the street.

Lot or Property Line (Rear). “Rear lot line” or “rear property line” means any lot line that is not a front lot line or a side lot line. In the case of a triangular or otherwise irregularly shaped lot, a line or lines ten (10) feet in length entirely within the lot, parallel to and a maximum distance from the front lot line.

Lot or Property Line (Side). The side property line shall be determined as those two lines which intersect the rear line of the required front yard setback and extend to the rear property line(s) of the lot. In the case of an irregularly shaped lot, only the two lines which intersect the rear line of the required front yard setback line shall be side property lines.

**Figure 9.15.030-5  
Lot/Property Line**



“Lot line adjustment” means a minor alteration, as approved by the city engineer, to adjust a lot line or lot lines. It is not a subdivision or resubdivision procedure and is intended to be used only in those situations where the provisions of the Subdivision Map Act and this title applicable to subdivisions and resubdivisions do not apply.

“Lot width” means the average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

“Major thoroughfare” means those roads designated as an expressway, divided major arterial, modified divided major arterial, divided arterial, arterial and minor arterial as described in this title and reflected in the circulation element of the general plan and whose primary purpose is to carry the through traffic and provide a network connecting to or which is part of the state highway system.

“Manufactured home” means a factory built home as permitted by California law. Manufacturing (Custom).

1. “Custom manufacturing” activities include, but are not limited to assembly, manufacturing, processing, packaging, treatment or fabrication of custom made products. These types of businesses do not utilize raw materials for their finished products, but rather, may utilize semi-finished types of manufactured materials for their custom made-to-order products. The finished products are ready for use or consumption and may include on-site wholesale and warehousing of the goods produced. Uses may include, but are not limited to manufacturing and warehousing of apparel products; art objects; jewelry; household furniture; small instruments (musical, electrical or photographic); stationery and related products; signs and advertising displays; stained glass products; leather products; and assembly of bicycle parts.

2. “Custom manufacturing” activities do not produce odors, noise, vibration, hazardous waste material or particulates which would adversely affect other uses in the structures or on the same site.

Manufacturing (General). “General manufacturing” activities include, but are not limited to assembly, manufacturing, compounding of materials, packaging, treatment or fabrication of materials and products which require frequent large container truck traffic or the transport of heavy, bulky items. Products are semi-finished to become a component for further manufacturing, fabrication and/or assembly. These types of businesses are usually directed to interplant transfer, or to order from industrial uses, rather than direct sale to the end consumer. Uses may include, but not be limited to canned foods, furniture and fixtures, converted paper and paper board products, textile products, plastic products made from purchased plastic, resin or rubber products, fabricated metal products made from sheet metals, electrical and electronic machinery, equipment and supplies, accounting, computing and office machines. Activities may only produce noise, odors, vibrations, illumination or particulates that have been mitigated so as not to affect the persons residing in or conducting business in the vicinity.

Manufacturing (Light). “Light manufacturing” activities include, but are not limited to assembly, labor intensive manufacturing, fabrication or repair processes which do not involve large container truck traffic or transport of large scale bulky products. New products may be finished in that the product is ready for use or consumption or it may be semi-finished to become a component for further assembly and packaging. These types of businesses are usually directed to the wholesale market, inter-plant transfer rather than direct sale to the consumer. Uses may include, but not be limited to electronic microchip

assembly; printing, publishing and allied industries; candy and other confectionery products; bottle, canned soft drinks and carbonated water; apparel and other finished products; paper board containers and boxes; drugs; small, fabricated metal products such as hand tools, general hardware, architectural and ornamental metal works; amusement, toys, sports and athletic goods. These activities do not produce odors, noise, vibration, hazardous waste material or particulates which would adversely affect other uses in the structure or on the same site.

“Median” means the portion of a divided highway separating the traveled way for traffic in opposite directions.

“Mezzanine” means an intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it shares the same ceiling.

“Mined lands” means the surface, subsurface and groundwater of an area where surface mining operations will be, are being, or have been conducted. This includes private ways and roads appurtenant to any such land excavations, workings, mining waste, and areas where structures, facilities, equipment, machines, tools or other materials or property which result from, or are used in, surface mining operations are located.

“Minerals” means any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances. These include, but are not limited to, sand, gravel, coal, peat and bituminous rock, but exclude geothermal resources, natural gas and petroleum.

“Mining waste” means the residual of soil, rock, mineral, liquid, vegetation, equipment, machines, tools, or other materials or property directly resulting from, or displaced by, surface mining operations.

Mini-Warehouse (Self-Storage Warehouse). A “mini-warehouse” means a facility containing separate storage spaces leased or rented to individual tenants who have access to such space for the purpose of storing and removing personal property. Mini-warehouses are also known as self-storage warehouses and self-service storage facilities. A mini-warehouse is not to be construed as a small, conventional warehouse.

“Minor arterial” means a highway intended to serve through traffic and where access rights are restricted. Minimum right-of-way width shall be eighty-eight (88) feet. Intersections with other streets and highways shall be as approved by the city engineer.

“Mixed-use horizontal development” means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

“Mixed-use overlay district” means a land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

“Mixed-use vertical development” means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

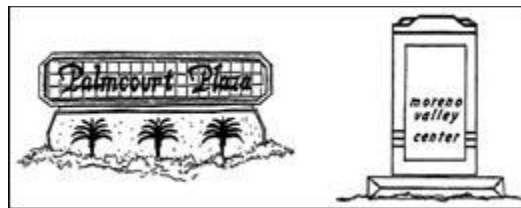
“Mobile home” means a structure that is transportable in one or more sections, built on a permanent chassis, and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

“Mobile home park” means a development where spaces are provided for rent or lease to accommodate mobile homes that are used for residential purposes.

“Mobile recycling unit” means an automobile, truck, trailer or van, licensed by the Department of Motor Vehicles, which is used for the collection of recyclable materials. A mobile recycling center also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

“Modified divided major arterial” means a six-lane divided highway primarily for through traffic where anticipated traffic volumes exceed four-lane capacity and where access rights are restricted. Access from other streets or highways shall be limited to approximately one-quarter mile intervals. Minimum right-of-way width shall be one hundred two (102) feet.

“Monument sign” means a sign supported permanently on the ground by columns, pilasters, or similar details to provide design interest and complement their surroundings. Monument signs shall incorporate landscaping to screen the base. Landscaping around monument signs should be designed to ensure the long-term readability of the sign.



**Figure 9.15.030-6  
Modified Monument Sign**

“Moving sign” means a sign, of which all or a portion, may move either on an intermittent or constant basis.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

“Multifamily ADU” is an ADU consistent with State law that is proposed on the same parcel with a multifamily structure in a residential, mixed use zone, or Specific Plan zone that allows for residential or mixed use.

“Multifamily dwelling structure” means, for the purposes of ADU law, a structure with two or more attached dwellings on a single lot.

“Multi-lane demand” means projected traffic volume which will exceed the nominal capacity of a two-lane street section when such projected traffic volume is determined by a rational method of traffic generation employing land use techniques and traffic engineering principles.

Net Acre. See “Acreage (adjusted net).”

“Nightclubs” means a bar, tavern, restaurant or similar establishment that provides live entertainment (music, comedy, etc.) that may serve alcoholic beverage for sale, where the performance area exceeds seventy-five (75) square feet, or customer dancing occurs.

“Nonconforming lot” means a lot which when lawfully created or established, complied with the area requirements of the district where located, but which does not conform to the presently existing area regulations of the district where located, or which does not conform to the presently existing requirements of the subdivision regulations governing lot standards.

“Nonconforming outdoor advertising display” means an existing and lawfully constructed and maintained outdoor advertising display not in conformance with Ordinance No. 133 as of July 9, 1987, and any legally constructed and maintained outdoor advertising display established after July 9, 1987 which is not in conformance with Chapter 9 of the Moreno Valley Municipal Code as of the date said chapter became effective.

“Nonconforming sign” means all existing and lawfully constructed and maintained signs: (1) which did not comply with Interim Ordinance 348 (the zoning ordinance in effect prior to adoption of this title) immediately prior to the adoption of this title and which still do not comply with the provision of Chapter 9.12 of this title, or (2) which do not now comply with the provisions of this title.

“Nonconforming structure” means a structure which was lawfully erected, but which does not conform with the standards for the district in which the structure is located by reason of adoption or amendment of a prior zoning or land use ordinance or this title.

“Nonconforming use” means a lawfully established and maintained use which does not conform with the use standards for the district in which the use is located by reason of adoption or amendment of a prior zoning or land use ordinance or this title.

“Offices, business and professional” means offices of firms or organizations providing professional, executive management or administrative services such as architectural, engineering, real estate, insurance, investment, legal and medical/dental offices. This classification includes medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.

“Off-site sign” means a sign that directs attention to a business, commodity, service, entertainment or attraction sold, offered or existing other than upon the same lot where the sign is displayed.

“Off-site subdivision sign” means a sign which directs traffic to an off-site subdivision within the city.

“Off-street loading facilities” means a site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives and landscaped areas.

“Off-street parking facilities” means a site or portion of a site devoted to the off-street parking of motor vehicles, including parking spaces, aisles, access drives and landscaped areas.

“On-site advertising structure or sign” means a structure or sign that is erected or maintained to advertise goods sold, business conducted, or services rendered on the site upon which the sign is located.

“On-site subdivision sign” means a sign which identifies the subdivision upon which the sign is located.

Open Space (Common). “Common open space” means usable open space within a residential development reserved for the exclusive use of residents of the development and their guests.

Open Space (Private). “Private open space” means a usable open space adjoining and directly accessible to a dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

Open Space (Usable). “Usable open space” means outdoor space unobstructed from ground to sky, which serves a recreational function or provides visual relief from the building mass, the minimum dimension of which shall be six feet excluding required front yard.

“Outdoor recreational facility” means a facility designed and equipped for the conduct of outdoor sports, leisure time activities and other customary and usual recreational activities, and which includes public and private facilities.

“Outer separation” means the area between the traveled way of a highway for through traffic and a frontage road or service road.

“Overburden” means the soil, rock or other materials that lie above a natural mineral deposit or in between deposits, before or after their removal by surface mining operations.

“Owner” means any of the following:

1. A person with an aggregate ownership interest of twenty (20) percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.
2. The executive officer of a nonprofit or other entity.
3. A member of the board of directors of a nonprofit.
4. An individual who will be participating in the direction, control, or management of the person applying for a license or who has a financial interest in the business other than a fixed lease of real property.

Parcel Map Division. See “Land divisions.”

“Park,” as used herein, means a parcel or parcels of land, which is open and available for use by the general public, and which serves recreational needs of the public.

“Parkway” means the area adjoining the outer edge of the roadbed, extending to the right-of-way line in which sidewalks, plantings, utilities, bank slopes and related facilities may be located.

“Part-width street” means any street in which the improved width is less than the width necessary for a normal full-width street.

“Pedestrian traffic sign” means a sign other than the main business identification sign and which is oriented to pedestrian traffic. Such sign shall not include any business related advertising information.

“Pedestrian way or sidewalk” means a right-of-way designed for use by pedestrians and not intended for use by motor vehicles. A pedestrian way or sidewalk may be located within or outside a street right-of-way, at grade, or grade separated from vehicular traffic.

“Permeable paving/surfaces” means any paving or surfaces that allow stormwater to infiltrate the underlying soils. Permeable paving/surfaces are required to be contained so neither sediment nor the permeable surface discharges off the site. Materials allowed include, but are not limited to porous asphalt, porous concrete, single-sized aggregate, planting beds, open-jointed blocks, stone, pavers or brick that are loosely set without mortar.

“Podium parking” means parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

“Political sign” means a temporary sign relating to a candidate or ballot measure to be voted upon or signs which express a point of view on an issue of public debate or controversy which may or may not necessarily be the subject of an upcoming election.

“Pool hall” means a building or portion thereof having within its premises four or more pool tables or billiard tables, or combination thereof, regardless of size, and whether activated manually or by the insertion of a coin, token or other mechanical device.

“Portable sign” means any sign not permanently affixed either to land or a structure.

“Poultry” or “fowl” means and includes all commonly domesticated birds kept for eggs or meat, and shall not include roosters, guinea fowl or peafowl. Pigeons shall be classified as fowl.

“Pre-existing” means in existence prior to the effective date of the ordinance enacting this title.

“Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted an M-license and an A-license for the same type of activity and such operation is lawful under state and local laws, rules and regulations.

“Prime agricultural land” means and includes any of the following:

1. Land which qualifies for rating as Class I or Class II in the soil conservation service land use capability classifications;
2. Land which qualifies for rating 80 through 100 in the Storie Index Rating;
3. Land which supports livestock used for production of food and fiber and which has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture;
4. Land planted with fruit or nut-bearing trees, vines, bushes or crops which have a nonbearing period of less than five years and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than two hundred dollars (\$200.00) per acre; or
5. Land which has returned from the production of unprocessed agricultural plant products and annual gross value of not less than two hundred dollars (\$200.00) per acre for three of the previous five years.

“Primary dwelling unit” means, for the purposes of ADU law, a structure with a single dwelling on a single lot.

Private Interior Street (Short, Local or Circulatory). “Private interior street” means a residential street limited by subdivision design to serve less than fifty (50) single-family dwellings or a circulatory private street in a planned residential development. Minimum right-of-way width shall be fifty (50) feet.

“Private realm” means any privately-owned property.

“Private street” means a street within a private development or a planned residential development, which is not a public street, and where the street requirements are regulated by this title.



“Production units” means single-family residential dwelling units which are constructed in accordance with approved model home plans.

“Projecting sign” means a sign that is wholly or partly dependent upon a building for support and which projects more than eight inches from such building.

“Promotional sales sign” means a sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service, or to promote a special sale at that location or address.

“Prospecting” has the same meaning as “exploration.”

“Public access” means where public access rights between a parcel of property and an adjacent public street or highway have been legally established by dedication or conveyance and acceptance or otherwise expressly established and approved by the city engineer.

“Public improvements” means traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, reclaimed water facilities, lighting facilities, parks and equestrian trails.

“Public realm” means any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

“Public use” means a use operated or maintained exclusively by a public body for the benefit of the public, such use having the purpose of serving the public health, safety or general welfare; this term includes uses by or for the benefit of the public such as (but not limited to) public schools, parks, streets and ways, playgrounds, hospitals, and administrative and service facilities.

“Pump island” means a raised concrete area upon which fuel dispensing pumps are situated to allow for the dispensing of fuel to a vehicle.

“Quasi-public use” means a use owned or operated by a nonprofit, religious or eleemosynary institution and providing educational, cultural, recreational, religious or similar types of public programs.

“Real estate sign” means a temporary sign advertising real property for sale, rent or lease.

“Reclamation” means the combined process of land treatment that minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion, and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines. Mined lands are reclaimed to a usable condition which is readily adaptable for alternate land uses, and creates no danger to public health or safety. The process may extend to affected lands surrounding mined lands, and may require backfilling, grading, resoiling, revegetation, soil compaction, stabilization or other measures.

“Recorder” means the recorder of Riverside County.

“Recyclable material” means reusable material, including, but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture or recycling for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials.

“Recycling facility” means a center for the collection and/or processing of recyclable materials. A certified recycling facility or certified processor means a recycling facility certified by the California Department of Conservation as meeting the requirements of the

California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities may include the following:

1. Reverse vending machine(s);
2. Small collection facilities which occupy an area of not more than five hundred (500) square feet, and may include:
  - a. A mobile recycling unit,
  - b. Bulk reverse vending machines or a grouping of reverse vending machines occupying more than fifty (50) square feet,
  - c. Kiosk type units, which may include permanent structures,
  - d. Unattended containers placed for the donation of recyclable materials;
3. Large collection facilities which may occupy an area of more than five hundred (500) square feet and may include permanent structures.

“Recycling processing facility” means a building or enclosed space used for the collection and processing of recycling materials. Processing means the preparation of material for efficient shipment, or to an end-user’s specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and manufacturing. Recycling processing facilities include the following:

1. A light processing facility occupies an area of under forty-five thousand (45,000) square feet of gross collection, processing and storage area and has up to an average of two outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.
2. A heavy processing facility is any processing facility other than a light processing facility.

“Residential building identification sign” means a sign which identifies the residential occupants, such as, “The Smiths.”

“Residential name plate” means a sign which identifies the name of a residential complex, such as, “Moreno Arms.”

“Restaurant” means a place of business which sells or serves food products and beverages for consumption on the premises within a building consisting of a permanent structure that is fully enclosed with a roof and walls, and where incidental dining may be permitted out-of-doors on a patio, deck or terrace that is integrated into the building design.

Restaurant (Drive-through). “Drive-through restaurant” means a place of business which sells food products or beverages, and which delivers such food products or beverages to customers outside of the building in which they are prepared by means of a service window, counter, or similar method or device.

Restaurant (Fast Food). “Fast food restaurant” means any establishment whose principal business is the sale of foods, frozen desserts or beverages in ready-to-consume individual servings, for consumption either within the restaurant building or for carry-out, and where either: (1) foods, frozen desserts or beverages are usually served in paper,

plastic, or other disposable containers, and where customers are not served their food, frozen desserts or beverages by a restaurant employee at the same table or counter where the items are consumed; or (2) the establishment includes a drive-up or drive-through service facility or offers curbside service.

“Restaurant with limited live entertainment” means a restaurant that provides incidental entertainment, such as musical performances, where the performance area does not exceed seventy-five (75) square feet, and customer dancing does not occur. The use shall be classified as a nightclub (commercial entertainment) if the performance area exceeds seventy-five (75) square feet or customer dancing is provided. Live entertainment does not include a sexually oriented business.

“Restricted parking” means a situation where no on-street parking is permitted along the street frontage, or where on-street parking is prohibited during specified hours on certain days or on all days.

“Retail sales” are classified as establishments primarily engaged in selling goods or merchandise to the general public for personal, business, or household consumption and rendering services incidental to the sale of such goods. Some characteristics of retail sales establishments include places of business that engage in activities to attract the general public to buy, receive, sell merchandise and may process, repair, or manufacture some of the products, such as but not limited to jewelry, baked goods, apparel, pottery, or consumer electronics, where such processing, repair, or manufacturing is incidental or subordinate to sale activities. Uses considered objectionable or a nuisance may be denied by the community development director. Uses requiring an adult business use permit are not included under “retail sales.”

Reverse Vending Machine—Bulk Reverse Vending Machine.

1. A “reverse vending machine” means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container’s redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically, provided that the entire process is enclosed within the machine. In order to accept and temporarily store all three container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary.

2. A “bulk reverse vending machine” refers to a reverse vending machine that is larger than fifty (50) square feet; is designed to accept more than one container at a time; and will pay by weight instead of by container.

“Revised tentative map” means a modification of an approved tentative map wherein the design of the land division is changed from the approved tentative map, but there is no substantial change in concept from the original approved map.

“Right-of-way” means the entire width of property for the use of highways, flood and drainage works, overhead and underground utilities or any related or consistent improvements.

“Roadbed” means that portion of the roadway extending from curb-face to curb-face or from curb-face to the outside line of improved shoulder, or between the outside line of improved shoulders.

“Roadway” means that portion of the highway including roadbed, all slopes, side ditches, channels, waterways and all other related facilities which are located within a road right-of-way.

“Roof sign” means any sign or a portion thereof located on or extending over or above the roof of a building and either supported by the roof or by an independent structural frame.

“Sculpted can sign” means a can sign constructed in such a manner that the shape of the cabinet conforms to the outline of the letters or other characters to be displayed.

“Service bay” means an area inside a building designed for the maintenance, repair or servicing of a vehicle.

Service Road. See “Frontage road.”

“Shared parking” means where certain parking spaces can be utilized by two or more different uses.

Shopping Center, Integrated. “Integrated shopping center” means two or more parcels of land that are visually designed to operate as a single center containing cross easements, shared parking facilities and shared access.

“Sign” means a device, fixture, surface or structure of any kind or character, made of any material whatsoever, displaying letters, numbers, words, text, illustrations, symbols, forms, patterns, colors, textures, shadows or lights; or any other illustrative or graphic display designed, constructed or placed on the ground, on a building, canopy, wall, post or structure of any kind, in a window, or on any other object for the purpose of advertising, identifying or calling visual attention to any place, structure, firm, enterprise, profession, business, service, product, commodity, person, idea, activity or other message. “Sign” shall include any portable sign. The term does not include a religious symbol on a church or other place of worship.

Sign Area. The area of a sign shall be the entire area that encloses the outside limits of the sign, including the sign copy area and any frame, border, background area, structural trim, or other material forming an integral part of the sign.

Sign Copy Area. The “sign copy area” shall be the area that encloses the extreme limits of the area available for displaying the desired message. The sign copy area includes both the written message and the background against which the message can be displayed.

“Sign copy height” means the vertical dimension measured from the average finished grade level under the sign to the highest point of the sign copy area.

“Sign face” means that area of a sign which contains the advertising copy or conveys a message.

“Sign height” means the vertical dimension measured from the top of curb or curb design, at the property line nearest to the sign, to the highest point of the sign.

“Single ownership” means holding record title, possession under a contract to purchase or possession under a lease, by a person, firm, corporation or partnership, individually, jointly, in common or in any other manner where the property is or will be under unitary or unified control.

“Single family ADU” is an ADU consistent with State law that is proposed on the same parcel with a single family structure in a residential, mixed use zone, or a Specific Plan zone that allow for residential or mixed use.

“Single family dwelling structure” means, for the purposes of ADU law, a structure with a single dwelling on a single lot.

“Single room occupancy (SRO) facility” means a structure consisting of six or more units, each of which is designed for occupancy by no more than two persons, which also has bathing facilities, which may or may not have partial kitchen facilities, and which is occupied as a primary residence by its occupants. The definition of SRO does not include residential care homes, senior housing projects, rooming and boarding houses, hotels and motels, bed and breakfast lodging, extended care facilities or hospitals.

“Site” means a lot or group of contiguous lots not divided by an alley, street, other right-of-way or city boundary line that is proposed for development in accordance with the provisions of this title, and is in a single ownership or has multiple owners, all of whom join in an application for development.

“Smoke shop” shall mean a retail establishment, commonly known as a smoking shop, smoking lounge, vape shop, hookah bar, cigar bar, cigar shop, or headshop, which provides or sells products intended or designed for use in ingesting, inhaling, or otherwise introducing tobacco into the human body, including but not limited to tobacco products, electronic cigarettes which contain nicotine and emit smoke or vapor, smoking accessories, including but not limited to rolling papers, rolling machines, herb grinders, scales, glass pipes, hookah pipes, bongos, bubblers, or other paraphernalia.

Spa. See “Swimming pools, hot tubs and spas.”

“Spa facility” means an establishment in a fixed location where massage is performed for compensation pursuant to all applicable state and local laws, rules and regulations as well as meeting all the requirements of Chapter 11.96 (Spa Facilities). Spa facilities may include additional services such as full service hair salons, make-up consultation and application and manicure and pedicure services, and therapeutic treatments such as body packs and wraps, exfoliation, cellulite and heat treatments, electrolysis, body toning, waxing, aromatherapy, cleansing facials, medical facials, non-surgical face lifts, electrical toning and electrolysis. Hydrotherapy and steam and sauna facilities, nutrition and weight management, spa cuisine and exercise facilities and instruction may also be provided as additional services.

“Special event sign” means a temporary sign which advertises special events and activities such as charitable events, Christmas tree sales, and firework displays.

“Specific plan” means a plan adopted by the city council of the city of Moreno Valley that is based upon and implements the general plan of the city of Moreno Valley, as provided in Section 65450 et seq., of the California Government Code.

Stable (Commercial). “Commercial stable” means a stable for horses, mules or ponies which are rented, used or boarded on a commercial basis for compensation.

“Staff” means and includes the employees of the city of Moreno Valley public works and community development departments and fire prevention bureau.

Storm, One Hundred-Year Frequency. “One hundred-year frequency storm” means a storm that has a one percent chance of occurring in any given year. It does not follow, however, that such a storm will be equaled or exceeded once in every one hundred-year period, or that having occurred once, it will not occur again for one hundred (100) years. It may occur several times in a one hundred-year period, but over a sufficient length of time the average is expected to be once in one hundred (100) years.

“Story” means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling above. The basement or cellar shall not be considered a story unless the upper surface of the floor above is more than six feet above the average level of the highest and lowest points of the ground surface immediately adjacent to the exterior walls of the building.

Street. See “Highway or street.”

“Structural alteration” means any change in or alteration to a structure involving change in or alteration to a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, retaining walls, or similar components.

“Structure” means anything constructed or erected that requires a location on the ground, including a building or a swimming pool, but not including a fence or a wall used as a fence if the height does not exceed six feet, or access drives or walks.

Structure (Accessory). “Accessory structure” means a structure that is accessory or incidental to a dwelling on the same lot.

Structure (Main). “Main structure” means a structure housing a principal use of a site or functioning as a principal use.

“Subdivider” means a person, firm, corporation, partnership or association who proposes to divide, divides or causes to be divided real property into a subdivision for himself or for others, except that employees, agents and consultants of such persons or entities, acting in such capacity, are not “subdividers.”

Subdivision. See “Land divisions.”

“Subdivision design” means and includes: street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; fire roads and firebreaks; lot size and configuration; traffic access; grading; land to be dedicated for park or recreational purposes; and such other specific physical requirements in the plan and configuration of the entire subdivision as may be necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan.

Subdivision Improvement. See “Improvement.”

“Substantial improvement” or “substantial construction” means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

“Support retail sales” are classified as establishments primarily engaged in retail services that support major business, corporate, and administrative office rather than general community retail needs. These uses include art galleries, art studios, art supply shops, assayer, and florist shops and similar uses. Uses requiring an adult business use permit are not included under “support retail sales.”

“Surface mining operations” mean all, or any part of, the process involved in the mining of minerals on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method, dredging and quarrying, or surface work incidental to an underground mine. Surface mining operations shall include, but are not limited to:

1. In-place distillation, retorting or leaching;
2. Production and disposal of mining waste; and
3. Prospecting and exploratory activities.

“Surface parking” means parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a “parking lot.”

“Swimming pools” and “hot tubs” or “spas” mean water-filled enclosures having a depth of eighteen (18) inches or more used for swimming or recreation.

“Tandem parking” means parking space configuration where two or more parking spaces are lined up one behind the other.

“Temporary sign” means a sign erected for a temporary purpose attracting attention to an activity, product or other idea or message as provided for in this title.

“Tenant improvements” mean improvements to existing structures installed for the benefit of the proposed occupant and user of an office, commercial or industrial property. The occupant and user may be the property owner, a tenant or lessee. The improvements may involve the interior or exterior of the structure.

“Tentative map” means a map made for the purpose of showing the design and improvement of a proposed land division and the existing conditions in and around it and need not be based upon an accurate or detailed final survey of the property.

Tentative Map, Revised. “Revised tentative map” means a modification of an approved tentative map wherein the design of the subdivision is changed from the approved tentative map, but there is no substantial change in concept from the original approved map.

“Traveled way” means that portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Truck (Large). “Large truck” means a truck weighing ten thousand (10,000) pounds or more unloaded.

“Tuck-under parking” means parking spaces that are covered by the upper floor of a building, but are otherwise open.

“Underground level” means that portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

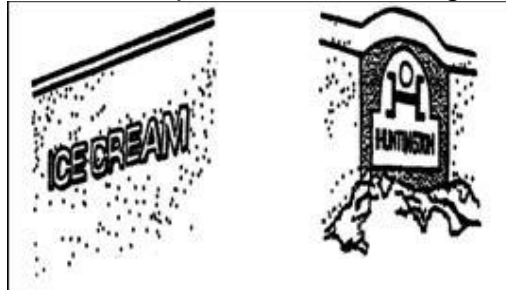
“Vehicle sign” means a sign which is placed, attached or mounted to a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product or service sold or an activity or business located on such property or to an idea or other message.

“Vehicle storage yard” means any property used for the storage of vehicles. This classification does not include vehicle repair, dismantling, salvage or wrecking activities, nor the sale of vehicles or parts.

“Vesting tentative map” means a map which meets the requirements of a tentative map that has printed conspicuously on its face the words “Vesting Tentative Map” and is processed in accordance with Section 9.14.060 of this title.

“Visible” means likely to be noticed by a person of average height walking on an adjacent street or sidewalk or traveling in a vehicle on an adjacent street or highway two years after installation of any planting screening material intended to screen a view.

“Wall sign” means any sign affixed to a building facing in such a manner that the face of the sign is substantially parallel to the plane of the building facing.



**Figure 9.15.030-7  
Wall Sign**

“Wholesaling” means the selling of any type of goods for purpose of resale.

“Window sign” means any sign, exposed to public view, which is attached, painted, or pasted, or is located within three feet, either permanently or temporarily, on or of the interior or exterior of a window.

“Wrecking yard” means any facility used for the dismantling of vehicles. Activities normally include the buying and selling of inoperative vehicles, their parts or component materials and the storage thereof.

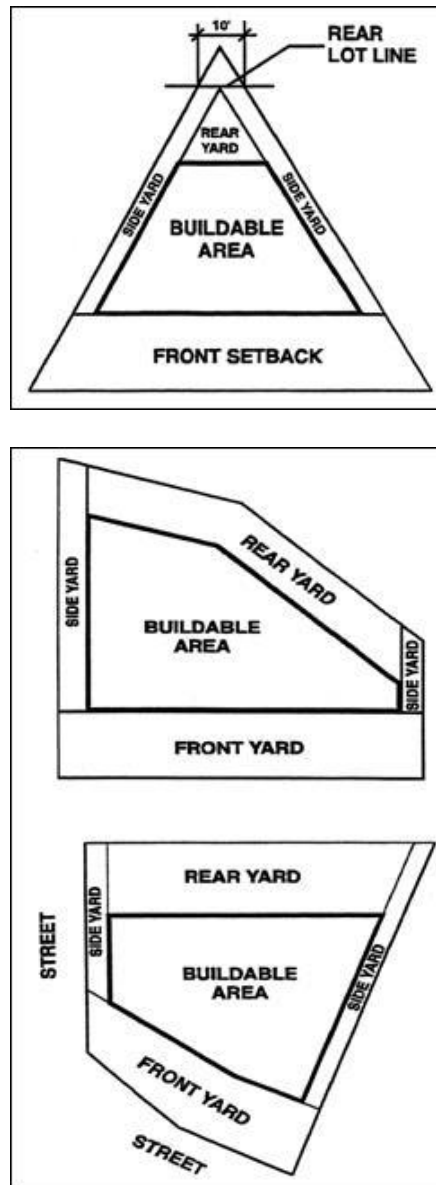
“Yard” or “court” means an open space on the same site as a structure, unoccupied and unobstructed from the ground upward, except as otherwise provided in this title, including a front yard, side yard, rear yard or court between structures.

Yard (Front). “Front yard” means a yard extending across the full width of a site, the depth of which is the minimum horizontal distance between the front property line and a line parallel thereto on the site.

Yard (Rear). “Rear yard” means a yard of the required width extending the full width across the site, from side yard to side yard measured parallel from the rear property line, the depth of which is the minimum horizontal distance between the rear property line and a line parallel thereto on the site.

Yard (Side). “Side yard” means a yard of the required width extending from the rear line of the required front yard measured parallel from the side property line of the lot extending to the rear property line.





**Figure 9.15.030-8  
Setbacks and Yard Areas”**

### 9.16.150 Commercial (retail, office, mixed use).

- A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.
1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.
  2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.
4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a “turn-of-the-century” architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

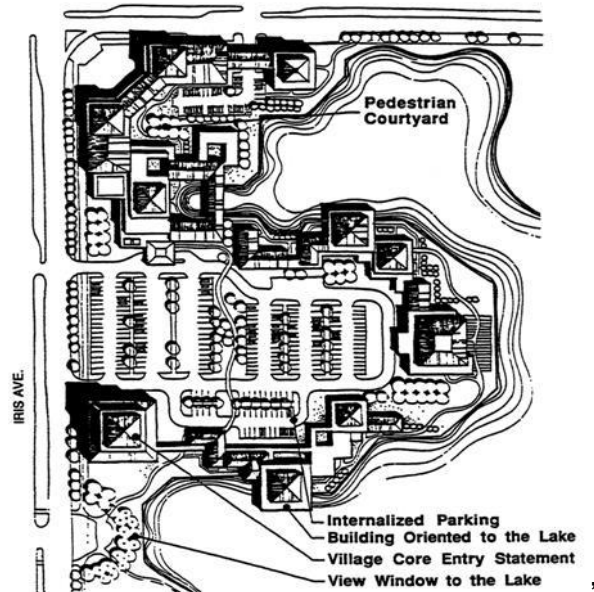
B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.
2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.
3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.
4. The development of new, small convenience centers on sites less than eight acres is discouraged.
5. Architectural elements shall be an integral part of the façade design, avoiding the “pasted-on” look.
6. Building façades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.
7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.
8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.
9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.
10. Continuous building mass should be divided into smaller units, providing both variety and scale.
11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.
12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.
13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.

14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.
15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.
16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial “crossover.”
17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.
18. Each commercial center of five acres or more shall have at least one major entry containing a median.
19. The “strip” commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.
20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.
21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.
22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.
23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.
24. Access to service bays of automotive uses shall be from the interior of the site.
25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.
26. Hotels over 4 stories shall include rooftop amenities (e.g., restaurant, bar, swimming pool or other amenities as accepted by the Community Development Director).
27. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.
28. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.
29. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run-off.
30. Architectural design of new projects shall be mindful of the surrounding district’s urban fabric, providing a design statement to enhance the context and to upgrade the overall image.



**Continuous Mass Divided to Provide Scale**



#### **9.17.140 Freeway frontage.**

Development projects adjacent to the Moreno Valley Freeway (California State Highway 60) shall be landscaped within the freeway right-of-way and maintained by the property owner, as prescribed in the landscape guidelines established by the city of Moreno Valley. If the freeway right-of-way is not landscaped, the property owner shall maintain the right-of-way along their frontage in a manner that is free of weeds, vegetative debris, and refuse. An encroachment permit shall be reviewed and approved by the City, and Caltrans if applicable, prior to issuance of a grading permit.

#### **Section 4. CEQA COMPLIANCE:**

The proposed Municipal Code Amendments are exempt from the California Environmental Quality Act in that the proposed updates addressing accessory dwelling units qualify as a statutory exemption under Section 15282(h) of the California Environmental Quality Act Guidelines, and all of the other proposed amendments are exempt from the California Environmental Quality Act in accordance with Section

15061(b)(3) of the CEQA Guidelines in that the amendments involve general policy and procedure making, and it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment

**Section 5. SEVERABILITY**

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

**Section 6. REPEAL OF CONFLICTING PROVISIONS**

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this Ordinance are hereby repealed.

**Section 7. EFFECTIVE DATE**

That this Ordinance shall take effect thirty (30) days after its second reading.

**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.

INTRODUCED at a regular meeting of the City Council on January 4, 2022, and PASSED, APPROVED, and ADOPTED by the City Council on \_\_\_\_\_, 2022, by the following roll call vote, to wit:

\_\_\_\_\_  
Dr. Yxstian A. Gutierrez  
Mayor  
City of Moreno Valley

**ATTEST:**

\_\_\_\_\_  
Pat Jacquez-Nares, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_

Attachment: Attachment 1 CC ordinance - PEN21-0073 [Revision 3] (5658 : Municipal Code Amendments amending various sections of Title 9)

Steven B. Quintanilla, Interim City Attorney

Exhibits:

Exhibit A: Density Bonus Chart

**ORDINANCE JURAT**  
STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

**DENSITY BONUS CHART\***

AFFORDABLE UNIT PERCENTAGE **	VERY LOW INCOME DENSITY BONUS	LOW INCOME DENSITY BONUS	MODERATE INCOME DENSITY BONUS***	LAND DONATION DENSITY BONUS	FOSTER YOUTH/ DISABLED VETS/ HOMELESS	COLLEGE STUDENTS
5%	20%	-	-	-	-	-
6%	22.5%	-	-	-	-	-
7%	25%	-	-	-	-	-
8%	27.5%	-	-	-	-	-
9%	30%	-	-	-	-	-
10%	32.5%	20%	5%	15%	20%	-
11%	35%	21.5%	6%	16%	20%	-
12%	38.75%	23%	7%	17%	20%	-
13%	42.5%	24.5%	8%	18%	20%	-
14%	46.25%	26%	9%	19%	20%	-
15%	50%	27.5%	10%	20%	20%	-
16%	50%	29%	11%	21%	20%	-
17%	50%	30.5%	12%	22%	20%	-
18%	50%	32%	13%	23%	20%	-
19%	50%	33.5%	14%	24%	20%	-
20%	50%	35%	15%	25%	20%	35%
21%	50%	38.75%	16%	26%	20%	35%
22%	50%	42.5%	17%	27%	20%	35%
23%	50%	46.25%	18%	28%	20%	35%
24%	50%	50%	19%	29%	20%	35%
25%	50%	50%	20%	30%	20%	35%
26%	50%	50%	21%	31%	20%	35%
27%	50%	50%	22%	32%	20%	35%
28%	50%	50%	23%	33%	20%	35%
29%	50%	50%	24%	34%	20%	35%
30%	50%	50%	25%	35%	20%	35%
31%	50%	50%	26%	35%	20%	35%
32%	50%	50%	27%	35%	20%	35%
33%	50%	50%	28%	35%	20%	35%
34%	50%	50%	29%	35%	20%	35%
35%	50%	50%	30%	35%	20%	35%
36%	50%	50%	31%	35%	20%	35%
37%	50%	50%	32%	35%	20%	35%
38%	50%	50%	33%	35%	20%	35%
39%	50%	50%	34%	35%	20%	35%
40%	50%	50%	35%	35%	20%	35%
41%	50%	50%	38.75%	35%	20%	35%
42%	50%	50%	42.5%	35%	20%	35%
43%	50%	50%	46.25%	35%	20%	35%
44%	50%	50%	50%	35%	20%	35%
100%*****	80%	80%	80%	35%	20%	35%

\*All density bonus calculations resulting in fractions are rounded up to the next whole number.

\*\*Affordable unit percentage is calculated excluding units added by a density bonus.

\*\*\*Moderate income density bonus applies to for sale units, not to rental units.

\*\*\*\* Applies when 100% of the total units (other than manager's units) are restricted to very low, lower and moderate income (maximum 20% moderate).



**Strikeout/Underline Code Amendments**

**9.02.200 Public hearing and notification procedures.**

- A. Purpose. This section defines procedures for conducting public hearings for applications pursuant to this title unless otherwise specified in this title. The purpose of this section is to ensure public awareness and full and open public discussion and debate regarding proposed actions pursuant to this title.
- B. Public Hearing Date.
  - 1. Where required by state law, and unless otherwise specified in this title, a public hearing on any application shall be scheduled before the planning commission, on the earliest appropriate date.
  - 2. A public hearing upon an application shall be heard before the appropriate hearing body when:
    - a. The community development director has determined that the application complies with all applicable ordinances and requirements of the city; and
    - b. All procedures required by the city’s rules and procedures for the implementation of the California Environmental Quality Act to hear a matter has been completed.
- C. Notice of Hearing. Whenever a public hearing is prescribed in this title, notice of public hearings shall be given by:
  - 1. Publication in a newspaper of general circulation within the city at least ten (10) calendar days prior to the public hearing;
  - 2. Mailing, at least ten (10) calendar days prior to the public hearing, to all owners of property within a radius of six hundred (600) feet from the exterior boundaries of the property involved in the application. For this purpose, the last known name and address of each property owner, as contained in the records of the latest equalized Riverside County assessor rolls, shall be used. If the number of owners to whom notice would be mailed or delivered pursuant to this subsection is greater than one thousand (1,000), in lieu of mailed or delivered notice, notice may be provided by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation in the city at least ten (10) days prior to the hearing;
  - 3. Mailing, at least ten (10) calendar days prior to the public hearing, or delivering at least ten (10) calendar days prior to the public hearing, to each local agency expected to provide water, sewer, schools, or other essential services or facilities to the project whose ability to provide those facilities and services may be significantly affected;
  - 4. Mailing, at least ten (10) calendar days prior to the public hearing, or delivering at least ten (10) calendar days prior to the public hearing, to the owner of the subject real property or to the owner’s duly authorized agent, to the project applicant and the applicant’s authorized representative, if any;
  - 5. Mailing, at least ten (10) calendar days prior to the public hearing, to any person who has filed a written request with the community development director and has provided the community development director with a self-addressed stamped envelope for that purpose;
  - 6. For a proposed conversion of residential real property to a condominium project, community apartment project, or stock cooperative project, such notice shall also be given by mail to each tenant of the subject property, and, in addition to notice of the time and place of the public hearing, shall include notification of the tenant’s right to appear and the right to be heard;
  - 7. Whenever a hearing is held regarding a permit for a drive-through or modification of an existing drive-through facility permit, the City shall provide notice to the blind, aged, and disabled communities in order to facilitate their participation in any hearing on, or appeal of the denial of, a drive-through facility permit. This shall include a notice sent to the City Senior Center and other agencies and non-profit entities that provide services to the blind, aged, and disabled communities within the City.
  - 8. The community development director may require that additional notice of the hearing be given in any other manner deemed necessary or desirable by the director or the director’s representative to ensure that all notice requirements provided by law for the proposal are complied with;
  - 9. The public review period for a draft EIR shall not be less than thirty (30) days nor should it be longer than sixty (60) days, except under unusual circumstances. When a draft EIR is submitted to the State Clearinghouse for review by state agencies, the public review period shall not be less than forty-five (45) days, unless a shorter period, not less than thirty (30) days, is approved by the State Clearinghouse. The public review period for a proposed negative declaration or mitigated negative declaration shall be not less than twenty (20) days. When a proposed negative declaration or mitigated negative declaration is submitted to the State Clearinghouse for review by state agencies, the public review period shall not be less than thirty (30) days, unless a shorter period, not less than twenty (20) days, is approved by the State Clearinghouse;
  - 10. All notices of public hearings shall include a description of the project, the identity of the hearing body or officer(s), shall describe the property, and the date, time and place of the scheduled hearing, a statement that application and associated documents and environmental review are available for public inspection at a specified location, and the manner in which additional information and/or testimony may be received.
- D. Conduct of Public Hearings.

Attachment: 2021 Code Amendment Strikeout Underline format [Revision 1] (5658 : Municipal Code Amendments amending various sections of

**Strikeout/Underline Code Amendments**

- 1. Public hearings held pursuant to the provisions of this title shall be held according to such public hearing rules as the planning commission and city council may, from time to time, adopt.
- 2. The chairperson of the planning commission and mayor may require that witnesses be sworn.
- E. Proceeding Before the City Council. Where the authority for approval is not vested solely with the city council, the decision of the planning commission is considered final and no decision by the city council is required unless an appeal is filed or, prior to the end of the appeal period, the city council assumes jurisdiction by the request of any member thereof.

Attachment: 2021 Code Amendment Strikeout Underline format [Revision 1] (5658 : Municipal Code Amendments amending various sections of

**Strikeout/Underline Code Amendments**

**9.02.230 Lapse of approvals and extensions of time.**

- A. Lapse of Approvals: Projects Not Subject to the Subdivision Map Act. Approvals for projects not subject to the Subdivision Map Act shall lapse and become void thirty-six (36) months from the approval date, unless a different expiration date is specifically established as a condition of approval to the extent permitted by law. The project approval shall not lapse while a valid building permit is in effect in reliance upon the approved entitlement and substantial construction has been commenced and diligently pursued toward completion or the approved use has fully commenced. Construction and/or occupancy of each phase of a multiple phase project shall automatically extend the date of expiration for three years, but not beyond nine years from the original date of approval. Additional extensions may be granted as provided in subsection (C)(3) of this section.
- B. Lapse of Approvals: Projects Subject to the Subdivision Map Act. Approved or conditionally approved tentative parcel or tract maps, including vesting tentative parcel or tract maps, shall expire thirty-six (36) months from the approval date.
- C. Extensions of Time.
  - 1. Authority. An extension of time may be granted for projects approved under Section 9.02.030 of this chapter, where substantial construction has not yet commenced or has not been completed or where the property has not yet been occupied and the approved use fully commenced. Except as otherwise provided herein, authority for approval of an extension of time shall be vested with the community development director. The planning commission shall review an extension of time application when:
    - a. The applicant requests review by the planning commission; or
    - b. There is a proposed change to the conditions of approval which would conflict with the original conditions of approval and/or the original environmental determination for the project.
  - 2. Submittal of Extension Requests.
    - a. Extension requests for projects not subject to the Subdivision Map Act shall only be considered if filed with the community development department no more than sixty (60) days prior to the expiration date of the permit or approval.
    - b. A subdivider may request an extension for projects subject to the Subdivision Map Act by written application to the community development director in accordance with the provisions of the Subdivision Map Act and Chapter 9.14 of this title.
  - 3. Time Limits on Extensions. One or more extensions of three years or less may be allowed, except that land divisions shall not be extended more than ~~six~~five years or as otherwise provided by law.
  - 4. Circumstances Under Which Extensions May be Granted. An extension of time of a project may be granted if all incurred city fees have been paid and the decision-making authority can make the required findings specified in this title for approval of such a project. This shall not necessarily be construed to prohibit approval of an extension of time for a project that is nonconforming with respect to design standards. Extensions of approved land divisions shall be reviewed in accordance with Section 9.14.080(C) of this title.

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**9.03.040 Residential site development standards.**

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

**A. Rural Residential Requirements.**

- 1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.
  - a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

- b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.
  - c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac x 0.10 du/ac plus 5 ac x 0.20 du/ac).
- 2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.
- 3. Subdivision Design and Future Land Divisions.
  - a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.
  - b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.
- 4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.
- 5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	Standards
Under 40,000 s.f.	R2 district standards
40,000 s.f. or greater	R1 district standards

- 6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

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B. Hillside Residential Requirements.

- 1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.
  - a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

- b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The community development director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.
  - c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac x 0.25 du/ac plus 5 ac x 0.10 du/ac).
- 2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.
- 3. Subdivision Design and Future Land Divisions.
  - a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.
  - b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.
- 4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.
- 5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	Standards
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

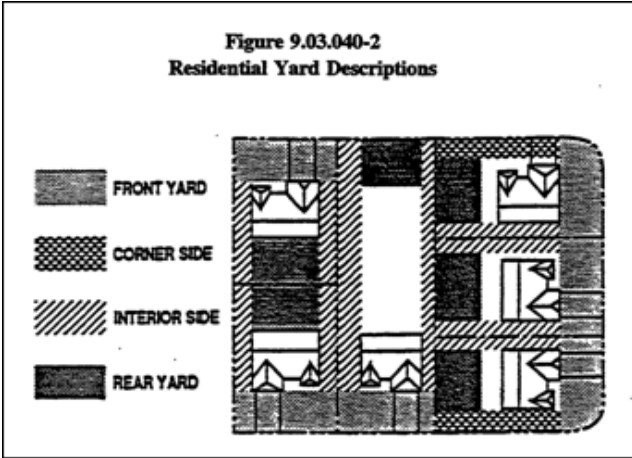
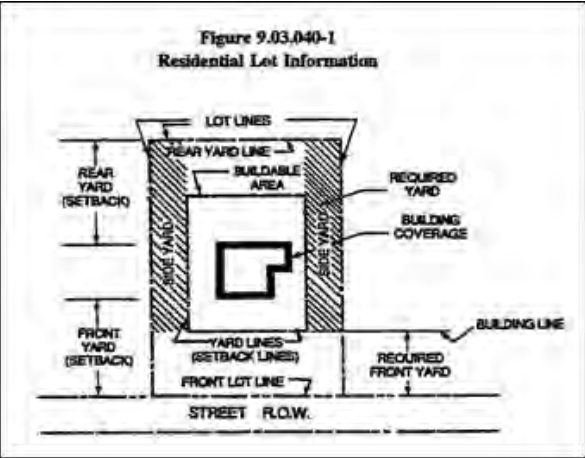
- 6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

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Slope Class	Standards
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

- C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.
  - 1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).
  - 2.
    - a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.
    - b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.
  - 3. Slope Mapping Method.
    - a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.
    - b. In preparing a slope map, those portions of ravines, ridges and terraces of less area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.
- D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.



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**Table 9.03.040-6  
Residential Site Development Standards  
Single-Family Standards**

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages						10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	15
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

\* The term "DUs" means dwelling units.

\*\* The term "K" means thousands.

\*\*\* See Section 9.08.030 regarding accessory structures and room additions.

**Notes to Residential Site Development Standards Table 9.03.040-6.**

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.
2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.
3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.
4. The minimum front yard setback from private streets within the R1, R2 and R3 districts shall be fifty-five (55) feet measured from the center line of the street. The minimum front yard setback from private streets within the R5 district shall be fifty (50) feet measured from the center line of said street.

**Table 9.03.040-7  
Residential Site Development Standards  
Multifamily Standards**

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Requirement	R10	R15	R20	R30
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)**	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in ft.	200	200	200	200
4. Minimum lot depth in ft.	175	175	175	175
5. Minimum front yard setback, in ft.	20	25	30	30
6. Minimum side yard setback, in ft.				
Interior side yard	10	10	10	10 ft. plus 2 ft. for every 5 ft. in height over 30 ft.
Street side yard	20	20	20	20
7. Minimum rear yard setback, in ft.	15	20	25	10 ft. plus 2 ft. for every 5 ft. in height over 30 ft.
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in ft.	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in ft. (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

\* The term "DUs" means dwelling units.

\*\* Minimum lot size only applies to newly subdivided multi-family lots; existing lots can be developed under the multi-family development standards

**Note to Residential Site Development Standards Table 9.03.040-7.**

- 1. ~~Minimum dwelling sizes in multiple-family projects shall be as follows:~~
  - a. ~~One bedroom: four hundred fifty (450) square feet;~~
  - b. ~~Two bedroom: eight hundred (800) square feet;~~
  - c. ~~Three bedroom: one thousand (1,000) square feet.~~

**E. Special Single-Family Residential Development Standards.**

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.
2. In the R2, RA2, R3 and R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.
3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.
4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:
  - a. Front porches;
  - b. Automatic garage door openers;
  - c. Electronic security systems.
5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.



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- 6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.
  - 7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.
- F. Special Multiple-Family Residential Development Standards.
- 1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.
  - 2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.
  - 3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.
  - 4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.
  - 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately of plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with pervious surfaces where feasible to reduce run off.
  - 6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The community development director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.
  - 7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.
  - 8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.
  - 9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

**Table 9.03.040-8**

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

\* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

- G. General Multiple-Family Guidelines.
- 1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.
  - 2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

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- 3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.
- 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.
- 5. Open parking areas should be clustered and treated as landscaped plazas and courts.
- 6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.
- 7. No more than four units for a two-story structure should be served by one entry.
- 8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.
- 9. Common open space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.
- 10. Individual units should have a porch or porch-like space at the front door.
- 11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.
- 12. Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.
- 13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.
- 14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.
- 15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to post office guidelines.
- 16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.
- 17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.
- 18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.
- 19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.
- 20. Multiple-family projects warrant special design considerations, including:
  - a. Intimate, shaded outdoor seating areas;
  - b. A network of pathways, providing interesting walking experiences;
  - c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;
  - d. Convenient and attractive access to transit, including porte cocheres, information kiosks, seating areas and water elements;
  - e. Security;
  - f. Direct ambulance access (senior housing projects);
  - g. Parking close to units;
  - h. Elevators (senior housing projects).
- 21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.
- 22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.
- 23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.
- 24. Architectural features should be used to increase privacy from nearby units and common or public spaces.
- 25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.
- 26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.
- 27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

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**9.03.050 Density bonus program for affordable housing.**

- A. Purpose and Intent. This section is adopted pursuant to the provisions of California Government Code Sections 65915 through 65918, as they now exist or may hereafter be amended. The purpose of adopting this section is to encourage affordable housing by providing the incentive of increased density and such other incentives provided in this chapter. The provisions of this chapter are intended to comply with California Government Code Sections 65915 through 65918. In the event that any provision of this chapter conflicts with California Government Code Sections 65915 through 65918, state law shall control over the conflicting provision.
- B. Applicability. A housing development as defined in this section and Government Code section 65915 shall be eligible for a density bonus and other incentives that are provided by State Density Bonus Law when the applicant agrees to construct low, very-low, senior or moderate income housing units or units intended to serve transitional foster youth, disabled veterans, and lower income students as specified in this Section, and State Density Bonus Law.
- C. Application Requirements. A density bonus may be approved pursuant to an application for approval of a density bonus, provided the request complies with the provisions of this chapter. An application for a density bonus incentive, concession, waiver, or modifications of development standards pursuant to this Chapter shall be submitted with the first application for approval of a housing development and processed concurrently with all other applications required for the housing development. The application shall be submitted on a form prescribed by the City and shall include at least the following information:
  - 1. A site plan that identifies all units in the project including the location of the affordable units and the bonus units.
  - 2. A narrative briefly describing the housing development and shall include information on:
    - a. The number of units permitted under the General Plan;
    - b. The total number of units proposed in the project including the floor area, and the number of bedrooms and bathrooms associated with each dwelling unit. Density bonus units shall have at least the same distribution of bedrooms as the market rate units in the development. Density bonus units shall be constructed concurrently with the construction of market rate units;
    - c. Target income of affordable housing units and proposals for ensuring affordability;
    - d. The number of bonus units requested based on Section E.3 of this Chapter
  - 3. Description of any requested incentives, concessions, waivers or modifications of development standards. For all incentives and concessions that are not included within the menu of incentives/concessions set forth in Sections G and H, the application shall include a pro forma providing evidence that the requested incentives and concessions result in identifiable, financially sufficient, and actual cost reductions. The cost of reviewing any required pro forma or other financial data submitted as part of the application in support of a request for an incentive/concession or waiver/modification of developments standard, including, but not limited to, the cost to the City of hiring a consultant to review said financial data, shall be borne by the developer. The pro forma shall include all of the following items:
    - a. The actual cost reduction achieved through the incentive;
    - b. Evidence that the cost reduction allows the applicant to provide affordable units or affordable sales prices; and
    - c. Other information requested by the Community Development Director. The Community Development Director may require any pro forma include information regarding capital costs, equity investment, debt service, projected revenues, operating expenses, and such other information as is required to evaluate the pro forma.
  - 4. Any such additional information in support of a request for a density bonus as may be requested by the Community Development Director.
- D. Eligibility for Bonus. A developer of a housing development containing five (5) or more units may qualify for a density bonus and at least one other incentive as provided by this chapter if the developer does one of the following:
  - 1. Agrees to construct and maintain at least five (5) percent of the units dedicated to very low income households;
  - 2. Agrees to construct and maintain at least 10 percent of the units dedicated to lower income households;
  - 3. Agrees to construct and maintain at least 10 percent of the units in a common interest development (as defined in Section 4100 of the California Civil Code) dedicated to moderate income households, provided that all units in the development are offered to the public for purchase;
  - 4. Agrees to construct and maintain a senior citizen housing development, as defined in Section 9.09.150 of this chapter, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code;
  - 5. Land Donations. An applicant for a tentative subdivision map, parcel map, or other residential development approval that donates land to the City in accordance with Government Code Section 65915(g) shall be eligible for a density bonus in accordance with the terms and conditions of Government Code Section 65915(g);

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- 6. Includes a qualifying child care facility as described in the “Child care facility requirements” Section J of this Section in addition to providing housing as described in subsections 1 through 3 of this section;
  - 7. Agree to construct and maintain at least 10 percent of the units of a housing development for transitional foster youth, as defined in Section 66025.9 of the California Education Code, disabled veterans, as defined in Section 18541 of the California Government Code, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), dedicated to very low income households;
  - 8. Agrees to construct and maintain at least 20 percent of the units for lower income students in a student housing development dedicated for full-time students at accredited colleges pursuant to the “Student Housing” Section of this Section; or
  - 9. Agrees to construct and maintain 100 percent of the units, including total units and density bonus units, but exclusive of a manager’s unit or units, dedicated to lower income households, except that no more than 20 percent of the units, including total units and density bonus units, may be dedicated to moderate income households.
  - 10. Religious institution affiliated housing development projects (RIAHD) may qualify for a density bonus under California Government Code section 65915. For RIAHD parking requirements, see Section 9.11.040.D.
- E. Density Bonus Calculation and Allowance.
- 1. State Law Preemption. Pursuant to state law, the granting of a density bonus or the granting of a density bonus together with an incentive(s) shall not be interpreted, in and of itself, to require a general plan amendment, specific plan amendment, rezone, or other discretionary approvals.
  - 2. Density Bonus Calculation. An applicant must choose a density bonus from only one applicable affordability category and may not combine categories with the exception of child care facilities or land donation, which may be combined with an affordable housing development. All density calculations resulting in fractional units will be rounded up to the next whole number.
  - 3. Density Bonus Allowance. In calculating the number of units required for very low, lower and moderate income households, the density bonus units shall not be included. The maximum bonus allowed for a 100 percent affordable project is 80 percent, unless it is located within a half-mile of a major transit stop and then there is no limit to density. A housing development that satisfies all applicable provisions of this Section shall be allowed the following applicable density bonuses:
    - a. Very Low Income per California Government Code §65915(f)(2)
    - b. Lower Income per California Government Code §65915(f)(1)
    - c. Moderate Income per California Government Code §65915(f)(4)
 The Community Development Department has on file a Density Bonus Chart consistent with the Government Code sections above.
  - 4. Senior Citizen Housing Development. The density bonus for a senior citizen housing development is addressed in Section 9.09.150 (Senior Housing) of Chapter 9.09 (Specific Use Development Standards).
  - 5. Child Care Facility. A project (whether a housing, commercial, or industrial project) is eligible for a density bonus for a child care facility when in compliance with Section 9.03.050 of this chapter and California Government Code Section 65917.5.
  - 6. Conversion of Apartments to Condominiums. A project is eligible for a 25 percent density bonus for the conversion of apartments to condominiums when in compliance with California Government Code Section 65915.5.
  - 7. Foster Youth, Disabled Veterans, and Homeless Persons. The density bonus for a housing development for transitional foster youth, disabled veterans, or homeless persons shall be 20 percent.
  - 8. Students. The density bonus for a student housing development that provides housing for students consistent with Section K of this Section shall be 35 percent. Twenty percent of the units granted by the density bonus shall be used for lower income students.
  - 9. One Hundred Percent Affordable. The density bonus for a 100 percent affordable housing development consistent with subsection D.9 (Eligible for Bonus) of this Section shall be 80 percent of the number of units for lower income households. Except that, if the affordable housing development is located within one-half mile of a major transit stop, maximum density requirements shall not apply.
- F. Continued Affordability. Prior to issuance of a building permit, the developer/property owner must enter into a density bonus housing agreement with the city for at least 55 years by recorded document (Government Code 65915 (c)). Such agreement shall be recorded and shall be binding on the property owner and any successors-in-interest. In addition, a density bonus project must comply with specific requirements for any existing units that are to be demolished as outlined in Section 9.03.050 (P) Additional details regarding requirements for continued affordability and the density bonus housing agreement are included in Section 9.03.050 (O).
- G. Incentives available to housing projects.  
 Incentives are available to a housing developer as follows:

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Number of Incentives/Concessions	Very Low Income Percentage	Lower Income Percentage	Moderate Income Percentage
1	5%	10%	10%
2	10%	17%	20%
3	15%	24%	30%
4	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)

If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

- H. Available Incentives/Concessions. A qualifying project may be entitled up to four incentives, depending on the percentage of affordable housing that will be included within the development.
  - 1. A concession falls within three categories (Section 65915(k)(1, 2 &3)):
    - a. Reduction in the site development standards of this Development Code (e.g., site coverage, off-street parking requirements, reduced lot dimensions, and/or setback requirements);
    - b. Approval of mixed use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if such uses are compatible with the housing project and the existing or planned development in the area.; and/or
    - c. Other regulatory incentives or concessions proposed by the developer or the City that will result in identifiable and actual cost reductions.
  - 2. Additional Incentive/Concession. The developer may receive a fifty (50) percent reduction of the development impact fee and the park land impact mitigation fee for the units affordable to very low income households and a twenty-five (25) percent reduction for those units affordable to lower income households.
- I. Parking Requirements. If an applicant qualifies for a density bonus pursuant to this chapter, reduced parking requirements are available for projects qualifying for a density bonus pursuant to this Section. The parking requirement is inclusive of accessible and guest parking for the entire housing development, but shall not include on-street parking spaces in the count towards the parking requirement. In calculating the number of parking spaces required for a development, if the total number of parking spaces is other than a whole number, the number shall be rounded up to the next whole number.
  - 1. Except as otherwise provided in this subsection, the following parking requirements shall apply:
    - a. Zero to one bedroom: one on-site parking space.
    - b. Two to three bedrooms: one and one-half on-site parking spaces.
    - c. Four or more bedrooms: two and one-half on-site parking spaces.
  - 2. If the housing development includes at least 20 percent lower income units or at least 11 percent very low income units, is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then the parking requirement shall be reduced from one-half on-site parking space per bedroom to one-half on-site parking space per unit.
  - 3. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California Health and Safety Code, then no parking spaces shall be required as long as the development meets either of the following criteria:
    - a. The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development; or
    - b. The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the California Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.
  - 4. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California Health and Safety Code, and the development is either a special needs housing development, as defined in Section 51312 of the California Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the California Health and Safety Code, then no parking spaces shall be required. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

Number of Bedrooms	Required Parking Spaces per Unit* **
0 to 1 bedroom	1

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2 to 3 bedrooms	1.5
4 or more bedrooms	2.5
Projects with at least 20% low-income units, or at least 11% very low-income units***	0.5
100% affordable housing projects ****	No requirement
* If the total number of spaces required results in a fractional number, it shall be rounded up to the next whole number.	
** If a residential or mixed residential/commercial development project includes the required percentage of low, very low-income, or includes a minimum 10 percent transitional foster youth, veteran, or homeless persons units, or provides for-rent housing for individuals who are 62 years of age or older, or is a special needs housing development and is located within one-half mile of a major transit stop where there is unobstructed access to a major transit stop from the development, then, upon the request of the developer, a parking ratio not to exceed 0.5 spaces per bedroom shall apply to the residential portion of the development.	
*** Must be located within one-half mile of a major transit stop, with unobstructed access to the major transit stop from the development.	
**** Must be located within one-half mile of a major transit stop, with unobstructed access to the major transit spot from the development OR for individuals 62 years of age or older and has either paratransit service or unobstructed access within one-half mile, to fixed bus route service that operates at least eight times per day.	

J. Child Care Facilities.

1. Child Care Facility Density Bonus. When an applicant proposes to construct a housing development that is eligible for a density bonus under subsection D. (Eligibility for bonus) of this Section and California Government Code Section 65917.5, and includes a child care facility that will be located on the premises or adjacent to the housing development, the City shall grant either:
  - a. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the square footage of the child care facility, or
  - b. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.
2. Child Care Facility Requirements. The City shall require, as a condition of approving the housing development, that the following occur:
  - a. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable units are required to remain affordable per this chapter; and
  - b. Of the children who attend the child care facility, the children of very low income households, lower income households or families of moderate income households shall equal a percentage that is equal to or greater than the percentage of affordable units in the housing development that are required for very low, lower or families of moderate income households.
3. Child Care Facility Criteria. The City shall not be required to provide a density bonus or incentive for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

K. Student Housing.

1. Student Housing Density Bonus Requirements. In order for a student housing development to be eligible for a density bonus under subsection D.8 of this Section, the student housing development must meet the following requirements:
  - a. All units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. The developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the City that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions.
  - b. Twenty percent of the density bonus units will be used for lower income students. For purposes of this clause, "lower income students" means students who have a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the California Education Code.
  - c. The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit

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type.

d. The development will provide priority for the applicable affordable units for lower income students experiencing homelessness.

2. Definition of Units. For purposes of calculating a density bonus granted for a student housing development, the term "unit" means one rental bed and its pro rata share of associated common area facilities.

L. General Guidelines.

1. Location of Bonus Units. As required by California Government Code Section 65915(i), the location of density bonus units within the qualifying housing development may be at the discretion of the developer, and need not be in the same area of the project where the units for the lower income households are located as long as the density bonus units are located within the same housing development.

2. Preliminary Review. A developer may submit to the Community Development Director a preliminary proposal for the development of housing pursuant to this chapter prior to the submittal of any formal application for a density bonus. Within 90 days of receipt of a written proposal, the City will notify the housing developer in writing of either: (1) any specific requirements or procedures under this chapter, which the proposal has not met; or (2) the proposal is sufficient for preparation of an application for density bonus.

3. Infrastructure and Supply Capacity. Criteria to be considered in analyzing the requested bonus will include the availability and capacity of infrastructure (water, sewer, road capacity, etc.) and water supply to accommodate the additional density.

M. Findings for approval for Density Bonus and/or Incentive(s).

1. Density Bonus Approval. The following finding shall be made by the Approving Authority in order to approve a density bonus request:

a. The density bonus request meets the requirements of this chapter.

2. Density Bonus Approval with Incentive(s). The following findings shall be made by the Approving Authority in order to approve a density bonus and incentive(s) request:

- a. The density bonus request meets the requirements of this chapter;
- b. The incentive is required in order to provide affordable housing; and
- c. Approval of the incentive(s) will have no specific adverse impacts upon health, safety, or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate income households.

3. Denial of a Request for an Incentive(s). The Approving Authority shall make at least one of the following findings prior to disallowing an incentive (in the case where an accompanying density bonus may be approved, or in the case of where an incentive(s) is requested for senior housing or child care facility):

- a. That the incentive is not necessary in order to provide for affordable housing costs as defined in subsection Q (definitions) of this section, or for rents for the targeted units to be set as specified in Section Q (definitions) of this section.
- b. That the incentive would result in specific adverse impacts upon health, safety, or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate income households.
- c. That the incentive would be contrary to state or federal law.

N. Affordability Requirements.

1. The maximum monthly housing cost for density bonus units, including a monthly allowance for utilities plus rent for rental units or house payments for for-sale units, shall be set at or below the rates described below:

- a. Density bonus units affordable to very low income households: thirty (30) percent of fifty (50) percent of the area monthly median income for Riverside/San Bernardino Counties adjusted by the number of bedrooms according to regulations of the California Department of Housing and Community Development.
- b. Density bonus units affordable to lower income households: thirty (30) percent of sixty (60) percent of the area monthly median income for Riverside/San Bernardino Counties adjusted by the number of bedrooms according to regulations of the California Department of Housing and Community Development.

2. The monthly allowance for utilities shall be the utility allowance calculated by the Department of Housing and Urban Development (HUD) for County Housing Authorities.

3. The monthly house payments for for-sale units described in subsection (G)(1) of this section includes the sum of principal and interest on a thirty (30) year fixed rate mortgage for ninety (90) percent of the sales price, loan insurance, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, and the fair share cost for maintenance of amenities owned in common such as landscaping and swimming pools.

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- 4. Housing costs, affordable sales prices, and occupancy requirements, will be governed by a deed restriction which shall take precedence over all other covenants, liens and encumbrances of the property on which the units are constructed.
- O. Affordable Housing Agreement Required.
  - 1. General Requirements. No density bonus pursuant to Section 9.03.050 shall be granted unless and until the affordable housing developer, or designee enters into an affordable housing agreement and, if applicable, an equity sharing agreement, with the City or its designee pursuant to and in compliance with this section (Government Code Section 65915(c)). The agreements shall be in the form provided by the City, which shall contain terms and conditions mandated by, or necessary to implement, state law and this chapter. The affordable housing agreement shall be recorded prior to issuance of a building permit for a rental project or prior to final map recordation for an ownership project which includes a map. The Community Development Director is hereby authorized to enter into the agreements authorized by this section on behalf of the City upon approval of the agreements by the City Attorney for legal form and sufficiency.
  - 2. Low- or Very Low-Income Affordable Housing Component.
    - a. The affordable housing developer of a qualified housing development based upon the inclusion of low-income and/or very low-income affordable units shall enter into an agreement with the City to maintain the continued affordability of the affordable units for 55 years (for rental units) or 30 years (for for-sale units), or a longer period if required by the construction or mortgage financing assistance program, mortgage insurance program or rental subsidy program (Government Code Section 65915(c)(1)). The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall specify the number of lower-income affordable units by number of bedrooms; standards for qualifying household incomes or other qualifying criteria, such as age; standards for maximum rents or sales prices; the person responsible for certifying tenant or owner incomes; procedures by which vacancies will be filled and units sold; required annual report and monitoring fees; restrictions imposed on lower-income affordable units on sale or transfer; and methods of enforcing such restrictions, and any other information that may be required based on the City's review.
    - b. Rental Units. Rents for the low-income and very low-income affordable units that qualified the housing development for the density bonus pursuant to Section 9.180.030 shall be set and maintained at an affordable rent (Government Code Section 65915(c)(1)). The agreement shall set rents for the lower-income density bonus units at an affordable rent as defined in California Health and Safety Code Section 50053, except for developments meeting the criteria of Government Code Section 65915(b)(1)(G), for which rents for all units in the development, including both base density and density bonus units, shall be as follows:
      - i. The rent for at least 20 percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.
      - ii. The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.
    - c. The agreement shall require that owner-occupied units be made available at an affordable housing cost as defined in Health and Safety Code Section 50052.5.
    - d. For-Sale Units. Owner-occupied low-income and very low-income affordable units that qualified the housing development for the density bonus pursuant to Section 9.180.030 shall be available at an affordable housing cost (Government Code Section 65915(c)(2)). The affordable housing developer of a qualified housing development based upon a very low- or low-income minimum affordable component shall enter into an equity sharing agreement with the City or the master or non-affordable housing developer. The agreement shall be between the City and the buyer, or between developer and the buyer if the developer is the seller of the unit. The City shall enforce the equity sharing agreement unless it is in conflict with the requirements of another public funding source or law (Government Code Section 65915(c)(2)). The equity sharing agreement shall include at a minimum the following provisions:
      - i. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment and the seller's proportionate share of appreciation. The City shall recapture any initial subsidy, as defined in subparagraph (b), and its proportionate share of appreciation, as defined in subparagraph (c), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership.
      - ii. For purposes of this section, the City's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the very low-income household, plus



the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, the value at the time of the resale shall be used as the initial market value.

iii. For purposes of this subdivision, the City's proportionate share of appreciation shall be equal to the ratio of the City's initial subsidy to the fair market value of the home at the time of initial sale.

3. Moderate Income Affordable Housing Component.

a. The affordable housing developer of a qualified housing development based upon the inclusion of moderate-income affordable units in a common interest development shall enter into an agreement with the City ensuring that:

i. The initial occupants of the moderate-income affordable units that are directly related to the receipt of the density bonus are persons and families of a moderate-income household.

ii. The units are offered at an affordable housing cost (Government Code Section 65915(c)(2)).

iii. The affordable housing developer of a qualified housing development based upon a moderate-income minimum affordable component shall enter into an equity sharing agreement with the City or the master or non-affordable housing developer (Government Code Section 65915(c)(2)). The agreement shall be between the City and the buyer or between the developer and the buyer if the developer is the seller of the unit. The City shall enforce the equity sharing agreement unless it is in conflict with the requirements of another public funding source or law (Government Code Section 65915(c)(2)). The equity sharing agreement shall include at a minimum the following provisions:

iv. Upon resale, the seller of the unit shall retain the value of improvements, the down payment and the seller's proportionate share of appreciation. The City shall recapture any initial subsidy, as defined in subparagraph (b), and its proportionate share of appreciation, as defined in subparagraph (c), which amount shall be used within five years for any of the purposes described in Health and Safety Code Section 33334.2(e) that promote homeownership (Government Code Section 65915(c)(2)(A)).

v. The City's initial subsidy shall be equal to the fair market value of the unit at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, the value at the time of the resale shall be used as the initial market value (Government Code Section 65915(c)(2)(B)).

vi. The City's proportionate share of appreciation shall be equal to the ratio of the City's initial subsidy to the fair market value of the unit at the time of initial sale (Government Code Section 65915(c)(2)(C)).

P. Ineligible Projects - Required Replacement of Affordable Units.

1. An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if:

a. The development is proposed on any property that includes any existing affordable rental dwelling units occupied by lower or very low income households; or

b. If such affordable dwelling units have been vacated or demolished in the five-year period preceding the application, and

c. Such affordable dwelling units have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income. However, an applicant may establish eligibility if the proposed housing development replaces those units, and either of the following applies:

i. The proposed housing development, in addition to the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subsection E.

ii. Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

2. The number and type of required replacement units shall be determined as follows:

a. For a development containing any occupied dwelling units, the development must contain at least the same number of replacement dwelling units, of equivalent size and bedrooms, and must be made affordable to and occupied by persons and families in the same or a lower income category as the occupied dwelling units. For unoccupied dwelling units in the development, the replacement dwelling units shall be made affordable to and occupied by persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household is unknown, it is presumed, unless proven otherwise, that the dwelling units were occupied by lower income renter households in the same proportion of lower income renter households to all renter households within Riverside/San Bernardino Counties as determined by the California Department of Housing and Community Development, and replacement dwelling units shall be provided in that same percentage.

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b. If all of the dwelling units are vacant or have been demolished within the five years preceding the application, the development must contain at least the same number of replacement dwelling units, of equivalent size and bedrooms, as existed at the highpoint of those units in the five year period preceding the application, and must be made affordable to and occupied by persons and families in the same or a lower income category as those in occupancy at that same time. If the income categories are unknown for the highpoint, it is presumed, unless proven otherwise, that the dwelling units were occupied by very low income and low income renter households in the same proportion of very low income and low income renter households to all renter households within Riverside/San Bernardino Counties as determined by the California Department of Housing and Community Development, and replacement dwelling units shall be provided in that same percentage.

Q. Definitions. For the purpose of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. "Approving authority" is as defined in the Moreno Valley Municipal Code Title 9, Zoning Section 9.02.030.
2. "Child care facility" is defined as a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school-age child care centers.
3. "Density bonus" is defined as an increase in density over the otherwise maximum allowable residential density under the applicable general plan designation as of the date of filing of an application for density bonus with the City or, if elected by the applicant, a lesser percentage of density increase. A density bonus request shall be considered as a component of a qualified housing development.
4. "Housing development" is defined as a development project for five or more residential units, including mixed-use developments, constructed within a parcel. For the purposes of this chapter, "housing development" also includes a subdivision or common interest development as defined in Section 4100 of the Civil Code and consists of residential units or unimproved residential lots. A density bonus shall be permitted in geographic areas of the housing development other than the areas where the affordable units are located, so long as the density bonus units are located on the same parcel.
5. "Incentive" is defined as a reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission. An incentive can be requested by the applicant for purposes of reducing the cost of development to make the project financially feasible. The term "incentive" includes the term "concession" as that term is used in California Government Code Sections 65915 through 65918.
6. "Located within one-half mile of a major transit stop" means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this chapter, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.
7. "Lower income" is defined as less than 80 percent of the area median income, as defined by Section 50079.5 of the California Health and Safety Code.
8. "Lower income unit" is defined as a unit with an affordable rent or payment that does not exceed 30 percent of 60 percent of area median income adjusted for family size appropriate for the unit.
9. "Major transit stop" is defined as a site containing any of the following: (1) an existing rail or bus rapid transit station; (2) a ferry terminal served by either a bus or rail transit service; or (3) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
10. "Moderate income" is defined as less than 120 percent of the area median income, as defined in Section 50093 of the California Health and Safety Code.
11. "Moderate income unit" is defined as a unit with an affordable rent or payment that does not exceed 35 percent of 120 percent of area median income adjusted for family size appropriate for the unit.
12. "Unobstructed access to a major transit stop" means a resident is able to access the major transit stop without encountering natural or constructed impediments. "Natural or constructed impediments" includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.
13. "Very low income" is defined as less than 50 percent of the area median income, as defined in Section 50105 of the California Health and Safety Code.
14. "Very low income unit" is defined as a unit with an affordable rent or payment that does not exceed 30 percent of 50 percent of the area median income, adjusted for family size appropriate for the unit.

R. Interpretation. If any portion of this subsection conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this subsection. Any ambiguities in this section shall be interpreted to be consistent with State Density Bonus Law.

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**9.05.040 Industrial site development standards.**

**A. General Requirements.**

- 1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.
- 2. In addition, projects must comply with the special requirements enumerated in subsection B, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

**Table 9.05.040-8  
Industrial Site Development  
Minimum Standards**

<b>Requirement</b>	<b>BP/LI<sup>1</sup></b>	<b>BPX</b>	<b>I</b>
Minimum site area (in acres)	1	1	5
Minimum site width (in feet)	200	200	300
Minimum site depth (in feet)	200	200	300
Minimum front building setback area (in feet)	20	20	20
Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
Minimum street side building setback area (in feet)	20	20	20
Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—
<sup>1</sup> See Special Site Development Standards Section 9.05.040(B)(9) for unique separation requirements for structures greater than 50,000 square feet in building area.			
* Structures shall be constructed on the property line or a minimum of three feet from the property line.			

**B. Special Site Development Standards.**

- 1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.
- 2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.
- 3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.
- 4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district 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.
- 5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.
- 6. Parking for each use shall comply with the requirements of Chapter 9.11 and this title.
- 7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.
- 8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.
- 9. In the LI district, industrial and warehouse, structures greater than fifty thousand (50,000) square feet in building area shall be separated from any residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be two hundred fifty (250) feet between the residential district and the truck court or loading area.
- 10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district.
- 11. Industrial buildings larger than 50,000 square feet shall be designed and constructed to meet the equivalent level of LEED Silver.

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**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.

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**9.08.260 Shopping cart containment and retrieval requirements.**

- A. General Provisions. The provisions in this chapter are applicable to new businesses with ten (10) or more shopping carts established after the adoption of the ordinance codified in this section and to existing businesses with ten (10) or more shopping carts which have experienced a change in ownership after the adoption of the ordinance codified in this section.
  - 1. A change of ownership shall include all sales, transfers, leases, assignments, mergers, consolidations, or other business transactions that result sale of a corporation, limited partnership to another corporate entity. Corporate name changes or minor reorganizations do not classify as a change in ownership and are therefore exempt from code provisions within this chapter.
  - 2. This chapter shall not apply to any conditions expressly allowed or authorized by federal or state law or any other provision of this code.
  - 3. Violations of this chapter shall be treated as strict liability offenses regardless of intent.
- B. Cart Containment and Retrieval Plan. Except as otherwise provided in this chapter, every business that provides shopping carts to customers for use on their premises shall develop, implement and comply with the provisions of a written plan approved by the city to prevent customers from removing shopping carts from the premises of such business without authorization of the owner and to provide for the retrieval of removed or abandoned shopping carts which have been removed from the premises of the retail establishment (the “plan”), and shall demonstrate compliance with all other purposes and provisions of this chapter. The plan, at a minimum, shall include the following elements:
  - 1. Owner Information. The name of the owner; the physical address where the retail establishment is conducted; and the name, address, and telephone number(s) of the owner and all on-site managers, including any changes of such persons.
  - 2. Cart Inventory. The number of carts to be used or located on the premises.
  - 3. Signs Affixed to Carts. Every shopping cart made available for use by customers shall have a sign permanently affixed to it that identifies the owner of the cart; notifies the public that the unauthorized removal of the cart from the premises of the retail establishment, or the unauthorized possession of the cart, is a violation of state law, and lists a valid telephone number and address for returning the cart removed from the premises to the owner.
  - 4. Notice to Customers. Conspicuous signs shall be placed and maintained on the premises near all customer entrances, exits and cart storage areas, warning customers that removal of shopping carts from the premises is prohibited by state law. All signs shall be in English and Spanish.
  - 5. Prevention Measures. A description of the specific measures that the business owner will implement to prevent removal of any cart from the business premises. Permissible measures are identified in subsection G.
  - 6. Mandatory Cart Retrieval Operations. The procedure by which the business owner or qualified cart retrieval service will search, find and return carts removed from the business premises. The cart retrieval operation must demonstrate that carts will be actively located within one mile of the business premises and respond to complaints from the public or notifications from city enforcement personnel in a manner which results in the retrieval of carts within twenty-four (24) hours of receiving the notification. If a business owner contracts with a cart retrieval service, the retrieval service must be a city licensed and approved service, and shall not place limits on daily loads or days per week to retrieve carts within the city. The owner shall provide written authorization to all retrieval personnel, which authorization shall be carried by each such person while performing cart retrieval services on behalf of the owner and shall be provided to any enforcement personnel upon request. Each vehicle used by retrieval personnel shall bear conspicuous signs on the vehicle identifying either the name of the business for which such retrieval service is being performed or, if applicable, the name of the cart retrieval service with which the business has contracted for such services.
  - 7. Employee Training. The business owner shall implement and maintain a periodic training program for its new and existing employees designed to educate such employees concerning the requirements of the plan and the provisions of state law prohibiting the unauthorized removal of shopping carts from the premises of the retail establishment. The plan shall expressly describe the employee training program.
  - 8. Daily Cart Confinement. All shopping carts located on the premises of the business (other than a business open for business twenty-four (24) hours per day) shall be collected at the end of each business day by employees of the business and shall be collectively confined in a secure manner in the cart confinement area, as designated in the approved plan, until the commencement of the next business day. All shopping carts located on the premises of any business open for business twenty-four (24) hours per day, other than carts then currently in use by a customer or patron, shall be collected by employees of the business and returned to the cart confinement area, as designated in approved plan, at least once per calendar day between the hours of nine p.m. and midnight on each day the retail establishment is open for business. The provisions of this subsection shall not apply to any shopping carts located within an enclosed building.

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- 9. Collaboration with Other Businesses. Two or more businesses located within the same shopping or retail center or sharing a common parking area may collaborate and submit a single plan.
- 10. Additional Information. Any other information deemed appropriate by the community ~~and economic~~ development director to ensure compliance with this chapter and specified within the plan application.
- C. Exemptions. The requirements of this chapter shall not apply to any business which provides a total of less than ten (10) shopping carts for use by the customers of such business.
- D. Plan Submission and Approval. Unless otherwise expressly exempt by this chapter, each new business, any existing business relocating to a different location within the city, and any business with a change in ownership to an unrelated entity shall submit a proposed plan complying with the requirements of subsection B to the community ~~and economic~~ development director, and obtain approval thereof by the city, prior to the commencement of business or issuance of a certificate of occupancy. Each proposed plan shall be accompanied by a processing and inspection fee in an amount as set by resolution of the city council.
  - 1. If approved, the plan shall be implemented no later than ninety (90) days from the date of notification to the owner of the approval. An inspection by enforcement personnel shall be made of the premises to confirm compliance at the conclusion of the ninety (90) day period.
  - 2. The decision of the community ~~and economic~~ development director shall be made in writing and notice thereof shall be transmitted to the owner of the business by first-class mail, or by personal delivery. The owner may appeal the decision in the time and manner provided in Section 9.02.240.
- E. Standards for Denials. The community ~~and economic~~ development director may deny a plan based upon any of the following grounds:
  - 1. Implementation of the plan would violate provisions of the building, zoning, health, safety, fire, police or other municipal codes, or any county, state, or federal law that substantially affects public health, welfare or safety;
  - 2. The plan fails to include all the information required by this chapter;
  - 3. The plan is insufficient or inadequate to prevent removal of carts from the owner's premises;
  - 4. The plan fails to address any special or unique conditions, due to the geographical location of the premises, as they relate to cart retention and prevention efforts;
  - 5. Implementation of the plan would violate a term or condition of another city policy or requirement of this code;
  - 6. The owner has knowingly made a false statement of fact, or omits a fact required to be revealed in an application for a plan, or in any addendum or report or other information required to be provided regarding the plan.
  - 7. If the plan is rejected as incomplete or inadequate, the community ~~and economic~~ development director shall indicate the areas of incompleteness or inadequacy.
- F. Plan Modification. At any time subsequent to the approval of a plan, the owner may request a modification of a previously approved plan to address a change in circumstances, an unanticipated physical or economic impact of the plan, or a need to modify an ineffective plan. Each proposed amendment shall be accompanied by a processing fee in an amount as set by resolution of the city council.
- G. Penalties. Any required business owner, property owner, and/or business representative that fails to submit a plan, implement plan measures or implement any required modifications to the plan by the city within the time frames specified within this chapter shall be subject to penalties including, but not limited to, criminal action, civil action or other judicial or administrative proceedings.
- H. Containment Methods. All shopping carts shall be contained or controlled within the boundaries of the store premises, which refers to the lot area, maintained, managed and/or utilized by the business, that may include the building, parking lot and adjacent walkways where the business' shopping carts are permitted.
  - 1. Bollards. Bollards or posts may be installed near exits to prevent the removal of carts from the business as long as they do not interfere with fire lanes, handicapped access, or conflict with federal, state and local laws, including municipal, building and zoning code.
  - 2. Wheel Locking Mechanisms. Equipping shopping carts with a locking or stopping mechanism that is used in conjunction with an electronic or magnetic barrier along the perimeter of the store premises. The wheel locking or stopping mechanism must activate when the shopping cart crosses the electronic or magnetic barrier.
  - 3. Coin Operated Machines. Businesses may opt to utilize coin operated machinery to charge patrons a deposit for the cart which is refunded upon return of the cart.
  - 4. Customer Service Representative. The business may employ customer service representatives to assist customers by delivering merchandise to patrons' vehicles and thus not allowing carts to be removed from the premises.
  - 5. Security. The business may employ security personnel to patrol the premises and prevent carts from being removed from the property.

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- 6. Other Methods. The project may use other methods of containment as long as the systems or methods are approved by the community ~~and economic~~ development director and effectively will contain or control shopping carts to the store premises.
- I. Containment System Design. All structures, including bollards and wheel locking mechanisms, associated with the containment system must be harmonious and compatible with the project submittal and city design and development standards.

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**9.08.150 Screening requirements.**

- A. Screening of Commercial, Industrial, Public and Quasi-Public Uses. Whenever a building or structure is constructed or enlarged on any property zoned for commercial, industrial, public or quasi-public purposes, which abuts a residential zone, appropriate screening is erected and maintained along the property line of the parcel.
  - 1. Screening consists of a decorative masonry wall sufficient for sound attenuation with a minimum height of six feet, as measured from the commercial or industrial side of the wall at the property line. If the wall is either greater or less than six feet in height on the residential side, landscaping may be required on that side of the wall, as necessary. Decorative walls of block, brick, stone, stucco-treated masonry, or concrete panels are acceptable. The community development department director may approve alternative materials, provided that the materials are comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.
- B. Screening and Storage Areas. Where permitted, all outdoor storage of materials, wares, crates, bottles or similar items necessary to, or part of a permitted use within an industrial, commercial or special district are screened from view on at least three sides by a solid, impact-resistant wall, not less than six feet in height, and on the fourth side by a similar gate, not less than five feet in height. Alternate materials or designs may be approved by the community development department director.
- C. Screening of Refuse Storage Areas. Trash/waste enclosure design standards shall be designed to be consistent with all City applicable standards, and ~~are found in the public works standards. In addition, trash/waste enclosures~~ shall:
  - 1. Be located a minimum of thirty-five (35) feet from any residential structures or as otherwise approved by the community development department director;
  - 2. Provide a minimum planter dimension of three feet on three sides of the enclosure walls, and accommodate climbing vines and screening shrubs within the planter area;
  - 3. Be constructed to include a solid roof cover;
  - 4. Be designed using materials and colors aesthetically compatible with the project.

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**9.08.270. Security Plan and On-site Security requirements**

- A. For newly constructed commercial centers larger than two (2) acres and multi-family projects of fifty-one (51) dwelling units or more, a detailed security plan shall be submitted to the City for review and approval prior to building permit.
- B. At a minimum, the security plan shall include the following to ensure security of the site.
  - 1. Security surveillance cameras and a video recording system must be installed to monitor all doors into and out of the buildings on the site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights-of-way. The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the site.
  - 2. Professionally and centrally monitored fire, sprinkler, robbery, and burglar alarm systems must be installed as required and maintained in good working condition. The alarm system must include a private security company that is required to respond to every alarm.
- C. Through the security plan, the City may require details regarding staffing and deployment of security for a commercial center larger than two (2) acres, and if deemed necessary for the purposes of security, the City may require that the property owner maintain the services of a private security company to monitor the buildings and parking areas based on the specific facts and circumstances associated with the site.

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**9.08.280 Maintenance of Parkways by Property Owners.**

- A. The owner of any lot fronting any portion of a parkway, or sidewalk, or other public right-of-way or City owned property, shall maintain such parkway, sidewalk and right-of-way including all landscaping in a condition that will not interfere with the public safety and convenience and the use of the parkway, sidewalk, and right-of-way.
- B. In conjunction with all new development projects involving an entitlement on a Divided Major Arterial, Divided Arterial, Arterial, Minor Arterial or Industrial Collector, the City shall require an encroachment permit to require that developers maintain landscape areas per approved plans that are within the right-of-way, and also maintain any areas along their frontages (eg. Caltrans right-of-way) (see Section 9.17.140 Freeway frontage) that are not required to be landscaped by the project conditions of approval. The encroachment permit shall be reviewed and approved by the City prior to issuance of a grading permit.
- C. Landscape plans required by Title 9 shall show any areas along the project frontage, and shall identify either landscaping or maintenance responsibility within the Caltrans right-of-way if the project includes frontage along Caltrans right-of-way.

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**9.09.130 Accessory Dwelling Units (ADUs).**

- A. Purpose and Intent. The purpose of these standards is to ensure:
  - 1. Accessory dwelling units (ADU) and Junior Accessory dwelling units (JADU) as defined herein are a permitted accessory use. This chapter establishes standards for the construction and occupancy of ADUs and JADUs. The standards herein serve to ensure ADUs and JADUs are constructed in a manner that is consistent with the requirements and allowances of State law, and contribute to a suitable living environment for all.
  - 2. General Plan Consistency. ADUs and JADUs are a residential use consistent with the existing general plan and zoning designation. This section furthers the goals, objectives, and policies of the General Plan Housing Element.
  - 3. Applicability. Under State law, the City must allow for ADUs and JADUs. However, the approval of ADUs may be based on the adequacy of water and sewer services as well as impacts on traffic flow and public safety. A local homeowner’s association cannot prohibit the construction of an ADU or a JADU. This section addresses all requirements of State law regarding ADUs.
- B. Approval Authority. Approval of an ADU or JADU within a residential, mixed-use zone, or Specific Plan zone allowing residential or mixed use is considered a ministerial action and the approval authority is the community development director. Approval of an accessory dwelling unit is subject to all applicable requirements established within this chapter as well as all building, fire, engineering, flood, water quality, environmental codes, standards, and permitting fees established by the city. Any limits on where ADUs are permitted may only be based on the adequacy of water and sewer service, and the impacts on traffic flow and public safety. If the proposal is not consistent with the requirements of State law and this section then the application does not qualify as an ADU and will be processed as a second unit either under an Administrative Plot Plan for a single-family dwelling unit, or through an Amended Plot Plan for additional multiple-family dwelling units. If a JADU has already been constructed within the primary dwelling, this will not preclude submittal of an application for an accessory dwelling unit that is consistent with all the standards of this section and State law. An application for a JADU may be submitted that meets all the requirement of this section even if an ADU already has been constructed.
- C. Application and Processing.
  - 1. Applications for the following types of ADU’s that meet all the requirements of this section shall be ministerial and reviewed and processed with a building permit subject to conditions of approval.
    - a. Single-family Internal ADU within previously permitted existing space or within a new single family residence; or
    - b. Single-family attached or detached ADU; or
    - c. Junior ADU.

The building plan check application will include all of the items in D.3 below.
  - 2. Applications for multiple family ADUs consistent with this section: Applications for multiple family ADUs either detached or within an existing permitted structure or dwelling, shall be made to the community development department and shall be permitted ministerially with approval of both an administrative plot plan and building permit. The Administrative Plot Plan will include all of the items in D.3 below.
  - 3. With regard to evaluating whether the ADU meets the standards of this section, the building permit application or Administrative Plot Plan application as applicable shall include the following:
    - a. A detailed description and scaled, dimensioned floor plan of the proposed ADU, clearly illustrating the bedroom(s), bathroom(s), kitchen and other features or other proposed habitable areas;
    - b. A detailed description and scaled, dimensioned elevation of the proposed ADU, clearly illustrating the exterior entrance of the ADU;
    - c. A scaled, dimensioned site plan of the property clearly illustrating the location of all improvements on site (existing primary residence, garage, driveway(s), fences/walls, accessory structures, public right-of-way improvements, etc.) and where the ADU shall be located;
    - d. The scaled, dimensioned site plan of the property shall note the use(s) of all buildings existing on site.
  - 4. Applications shall be permitted ministerially if there is an existing single-family or multifamily dwelling on the lot and all applicable requirements and development standards of this chapter are met and no variances are required. If the permit application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City will not act on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling. If the application has been deemed complete, the ADU or JADU shall be deemed approved if the city has not acted on the completed application within 60 days. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.
- D. Development Standards and Requirements. Accessory dwelling units shall comply with the following development standards as described below and as shown in Tables 1 and 2:

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- 1. Permitted ADUs: An ADU is permitted if the lot is zoned for single-family, multifamily use, or mixed use allowing for residential use, and contains an existing, single-family structure or multi-family structure.
  - a. Existing Single-family Structure/Primary Dwelling Unit - For an existing single-family structure, one ADU and one JADU is permitted. An ADU may be detached or attached. A JADU must be contained within the space of an existing single-family structure.
  - b. Existing Multi-family Structure – Within an existing multi-family structure, up to 25 percent of the existing multi-family units may be ADUs, or one unit, whichever is greater; Two accessory dwelling units detached from the multifamily dwelling are permitted subject to a height limit of 16 feet and 4 foot rear and side setbacks.
- 2. Lot Size: There is no minimum lot size required if the ADU meets the setbacks described in this section.
- 3. ADU Size:
  - a. Minimum: The minimum unit size for a JADU per State law is 150 SF. There is no minimum unit size for other ADU structures provided that the ADU is in compliance with State laws including building and health and safety codes.
  - b. Maximum: For the conversion of an accessory building per State law, there is no maximum square footage, provided the ADU is within the walls of the existing accessory building. For these uses, up to 150 SF can be added for ingress/egress subject to State law.
  - c. Detached ADUs for single-family or multi-family: The maximum unit size shall be 850 SF for an efficiency or one bedroom, and 1,000 square feet for a two bedrooms.
  - d. Attached ADUs: If there is an existing single-family dwelling on the site, the attached ADU shall be no larger in size than 850 SF for an efficiency or one bedroom, and no larger than 1,000 square feet for a two bedroom. For multi-family, the ADU shall be no more than 800 square feet.
  - e. Lot Coverage/Floor area ratio/Open space – If all of the following standards are satisfied for an attached ADU or detached ADU, lot coverage, floor area ratio, and open space requirements would not apply. All other development standards as described in this section would apply. (See Tables 1 and 2)
  - f. Up to 800 square foot accessory unit; and
  - g. No more than 16 feet in height; and
  - h. Four foot side, corner, and rear yard setbacks.
  - i. For all other ADUs allowed by this section, lot coverage, floor area ratio, and open space requirements of the underlying zone would apply.
- 4. ADU/JADU height:
  - a. Detached ADUs: For a detached primary dwelling unit on a site, the ADU is permitted to be at least 16 feet in height. Above 16 feet, the ADU may not exceed the height of the existing primary dwelling unit on the site. A detached multi-family ADU may not exceed 16 feet in height.
  - b. Attached ADUs: For JADUs and Internal ADUs, the height limits are not applicable, except the height limit of residential zone would apply if constructed in conjunction with a new single-family residence. An attached multi-family unit would only be permitted within the walls of the existing structure, therefore a height limit would not apply.
- 5. Setbacks:
  - a. Front setbacks: ADUs shall comply with the front setback requirement of the underlying zone; the front setback does not apply to an internal ADU or JADU.
  - b. Side and Rear Yard Setbacks: Setbacks for ADUs are summarized in Tables 1 and 2. Setbacks would generally not apply to JADUs or internal ADUs entirely contained within an existing dwelling unit; however, if constructed in conjunction with a new single-family residence then the setbacks for the underlying zone would apply. Setbacks would not apply to an existing accessory building converted into an ADU.
  - c. Corner (Street Side) Setbacks: The corner setback for a new detached ADU is 10 feet except that the corner setback may be as little as four feet if satisfying a 10 foot setback would not allow for construction of an ADU on the site. If the required setback is less than 10 feet then the height of the detached ADU may not exceed 16 feet.
  - d. If constructed in conjunction with a single-family residence, the street side setbacks for the underlying zone would apply. The street side setback requirement is not applicable to a JADU, an attached ADU entirely contained within an existing dwelling unit, or an attached ADU which may be constructed at a setback equal to that of the primary dwelling, but no less than four feet.
- 6. Distance between Structures: The standard for distance between structures of the underlying residential zone will apply where feasible, but if necessary will be adjusted to accommodate an ADU that is 800 square feet or less, 16 feet in height, and with rear and side setbacks of no less than four feet. Any accommodation for the distance between structures will need to be evaluated for consistency with building codes for protection of public safety and approved by the Community Development Director or designee.
- 7. The ADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation, and shall

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include a kitchen and bathroom.

E. Design Requirements:

1. ADUs shall be located at the rear or the side of the existing single-family dwelling unless it is demonstrated that the only feasible location is to place the ADU in front of the single-family dwelling due to extraordinary or physical constraints of the lot.
2. The entrance to an attached ADU shall be separate from the entrance to the primary dwelling unit and shall be located and designed in a manner as to eliminate an obvious indication of two or three units in the same structure.
3. All exterior changes shall be architecturally compatible with existing structures with regard to wall covering material, wall texture, and colors. When a garage is converted, the garage door shall be removed and framed-in wall shall include architectural details and finishes compatible with the residence(s) on the site.
4. When a garage is converted into an ADU, a landscaped area with a depth of at least two feet shall be provided for the area adjacent to where the garage door with some exceptions. If the application can demonstrate that this is infeasible, the requirement can be waived by the Community Development Director.
5. Plans that demonstrate an unobstructed pathway extending from a street to one entrance of the ADU are desirable prior to approval of an ADU application; however, is not a mandatory requirement for an ADU.
6. If a manufactured home is the proposed structure for the ADU, at a minimum, it should still be compatible with the primary dwelling unit on the site with regard to wall covering material, wall texture, and colors.
7. ADUs, when converted from existing accessory buildings, are permitted without additional restrictions provided the structure has independent exterior access and side and rear setbacks sufficient for fire safety, provided that no more than 150 square feet is added for ingress/egress subject to the requirements of State law.
8. Outside stairways serving ADUs should not be located on any building elevation facing a public street; and when unavoidable, the design of the stairway shall mute/mitigate any potential negative aesthetic impact and maintain the character of the existing single-family residence.

**Table 1: Accessory Dwelling Units - New construction and conversion of accessory buildings**

	Conversion of Accessory Building per State law	New construction	
		Detached ADU (single-family)	Detached ADU (multi-family)
<b>Required Main Use on the Lot</b>	Existing single-family dwelling	Existing or proposed single-family dwelling	Existing multi-family dwelling
<b>Minimum dwelling size</b>	None	Determined based on compliance with building and health and safety codes	Determined based on compliance with building and health and safety codes
<b>Unit size maximum</b>	None, plus 150 SF maximum addition for ingress/egress subject to all the this section	No greater than 850 SF for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.	For multi-family, no greater than 850 SF for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.
<b>ADU Height/Story Limit</b>	None	At least 16 feet is permitted, but above 16 feet the ADU may not exceed the height of the existing primary dwelling on the site.	16 feet
<b>ADU Front setback</b>	Not applicable	Front setback standard of the underlying zone applies.	Front setback standard of the underlying zone applies.
<b>ADU Minimum Side and Rear Yard Setbacks</b>	Not applicable	If ADU is 16 feet or less in height: 4 feet for interior side yard and rear If ADU is more than 16 feet in height: Interior side and rear yard setbacks of the underlying zone would apply.	4 feet for interior side yard and rear
<b>Corner setback (Street side)</b>	Not applicable	10 feet*	10 feet*
<b>Minimum Distance between Structures</b>	Not applicable	The standard of the underlying zone will apply where feasible, however, the City must still accommodate an ADU of up to at least 800 square foot or less, 16 feet in height, and with four foot rear and/or side yard setbacks	

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<b>(Primary Dwelling and ADU)</b>		
<b>Parking</b>	None	See parking requirements under this section, Item H.

\* The setback may be as little as four feet if necessary to accommodate an ADU that satisfies the State’s requirements. If the required setback is less than 10 feet then the height of the ADU may not be more than 16 feet.

**Table 2: Junior and Attached Accessory Dwelling Units**

	<b>Junior ADU per State law</b>	<b>Internal ADU (Proposed ADU contained within Existing SFD)</b>	<b>Attached ADU (addition to residence)</b>	<b>Attached Multiple family ADUs per State law</b>
<b>Minimum Unit size</b>	150 SF	Determined based on compliance with building and health and safety codes		
<b>Unit Size maximum</b>	500 SF	No greater than 850 SF for an efficiency or one bedroom; For two or more bedrooms: No greater than 1,000 square feet.	No more than 800 square feet.	
<b>ADU/JADU height limit</b>	Not applicable, except height limit of the underlying zone would apply if constructed in conjunction with new single-family residence	Not applicable, except height limit of residential zone would apply if constructed in conjunction with new single-family residence	For an addition, height can be equal to the existing height of the single-family residence, or 16 feet whichever is greater; building height of the underlying zone would apply if constructed in conjunction with a new single-family residence	16 feet
<b>Front Setback</b>	Not applicable; JADU must be within walls of primary dwelling unit	Front setback standard of the underlying zone applies.		
<b>ADU/JADU min. Side and Rear Yard Setbacks</b>	Not applicable, setbacks of the underlying zone would apply if constructed in conjunction with new single-family residence	Not applicable, setbacks of the underlying zone would apply if constructed in conjunction with new single-family residence	An attached ADU shall meet the requirements of the underlying zone, except that if the attached ADU is 800 square feet or less and no taller than 16 feet, the side setbacks may be four feet.	4 feet for ADU portion if new building or addition
<b>Corner (Street side setback)</b>	Not applicable, except setbacks of the underlying zone would apply if constructed in conjunction with a new single-family residence	Not applicable, except setbacks would apply if constructed in conjunction with new single-family residence	10 feet*	10 feet*
<b>Parking</b>	Parking is not required for a JADU constructed within the existing area of the primary dwelling, but may be required if the garage is converted to a JADU subject to the requirements in H. of this section.	See parking requirements under this section, Item H.		

\* The setback may be as little as four feet if necessary to accommodate an ADU that satisfies the State’s requirements. If the required setback is less than 10 feet then the height of the ADU may not be more than 16 feet.

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F. Parking Requirements

- 1. Parking requirements, consistent with Chapter 9.11 of this title:
  - a. Unless the JADU or ADU is exempt from parking requirements as described in F.2, one parking space is required per accessory dwelling unit or per bedroom of an accessory dwelling unit, whichever is less, and may be provided through tandem parking on a driveway unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
  - b. Parking is allowed in rear and side setback areas, and in a paved driveway in the front setback area if parking in the rear and side setback areas is not possible, provided that all other development standards are satisfied including minimum front yard landscaping standards.
  - c. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the off-street parking spaces will not be required to be replaced.
- 2. Parking Exemptions. Additional parking spaces are not required for ADUs, nor for JADUs in any of the instances listed in a. thorough e. below. Further, JADUs within the living area of the primary dwelling unit are exempt from all parking requirements, but the standards in F.1 would apply if a garage is converted to a JADU.
  - a. The ADU is located within one-half mile of a public transportation stop along a prescribed route according to a fixed schedule; or
  - b. The ADU is located within one block of a car share parking spot; or
  - c. The ADU is located in a historic district listed in or formally determined eligible for listing in the National Register of Historic Places and the California Register of Historical Resources or as a city historic preservation overlay zone; or
  - d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or
  - e. The accessory dwelling unit is part of the existing dwelling unit or an existing accessory structure.

G. JADU Requirements - As specified in State law, there are specific requirements that apply only to Junior Accessory Dwelling Units. The development standards for JADUs are summarized in Table 2. The standards and requirements for JADUs are as follows.

- 1. JADUs must be constructed entirely within the walls of the primary structure and have their own entrance
- 2. The JADU cannot exceed 500 square feet.
- 3. JADUs are limited to one per residential lot if a single-family residence is already constructed on a lot.
- 4. The owner must record a deed restriction stating that the JADU cannot be sold separately from the single-family residence.
- 5. The owner shall execute a Covenant and Agreement in a form acceptable to the City to document that either the primary dwelling unit or accessory dwelling unit will be owner occupied.
- 6. The JADU must include an efficiency kitchen which includes a sink, cooking appliance, counter surface, and storage cabinets that meet minimum building code standards; no gas or 220V circuits are allowed.
- 7. The JADU may share a bath with the primary residence or may have its own bath.
- 8. An interior entry into the single-family residence is not required.
- 9. The JADU is to be considered part of the single-family residence for purposes of fire and life protection ordinances and regulations, such as sprinklers and smoke alarms.
- 10. Additional parking may only be required if a garage is converted into a JADU as described in F above.
- 11. Water, sewer and power connection fees may not be required.

H. Fees – ADUs shall be subject to all development fees specified by city ordinances or resolutions for ADUs. Impact fees may not be imposed on JADUs and ADUs smaller than 750 square feet. For ADUs greater than 750 square feet, local agencies must assess an impact fee that correlates to square footage of primary residence. ADUs shall not be considered new residential uses for purpose of calculating utility connection fees or capacity charges, including water or sewer service.

I. Enforcement – Upon application and approval, the City must delay enforcement against a qualifying substandard ADU for five years to allow the owner to address the violation, so long as the violation is not a health and safety issue, as determined by the Community Development Department.

J. ADUs cannot be sold or otherwise conveyed separately from the primary dwelling, except if a qualified nonprofit corporation whose mission is to provide units to low-income households, completes a deed restricted sale consistent with State law.

K. An accessory dwelling unit created pursuant to this Municipal Code section shall only be rented for a period of longer than 30 days as specified in State law.

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**9.11.040 Off-street parking requirements.**

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

**Table 9.11.040A-12  
Off-Street Parking Requirements**

Residential Uses	Requirement	Covered Parking	Notes
Single-family	2/unit	Within an enclosed garage	
Accessory dwelling unit	1/bedroom		The accessory dwelling unit shall provide a minimum of one parking space per bedroom in addition to the parking required for the main dwelling, except as exempted by state law (refer to Section 9.09.130 Accessory dwelling units). Spaces may be provided as uncovered and/or tandem parking on a driveway.
Duplex	2/unit	Within an enclosed garage	
3 or more units:			Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Studio	1.25/unit	1 covered/unit	
1 bedroom	1.5/unit	1 covered/unit	
2 bedrooms	2.0/unit	1 covered/unit	
3+ bedrooms	2.5/unit	2 covered/unit	

Residential Uses	Requirement	Covered Parking	Notes
Senior housing:			Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Studio	1.0/unit	1 covered/unit	
1 bedroom	1.25/unit	1 covered/unit	
+ bedrooms	1.5/unit	1 covered/unit	
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		
Live-work units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "live-work" parking standard.
Residential component of mixed-use project	See multiple-family requirements in this table	See multiple-family requirements in this table	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the nonresidential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

**Table 9.11.040B-12  
Off-Street Parking Requirements**

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	

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Commercial Uses	Requirement	Notes
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public. 2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments: Self-serve Automated	2 spaces + 2/washing stall 10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.

Commercial Uses	Requirement	Notes
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15% of the interior gross floor area of the primary food service use; if outdoor dining area is over 15%, 1 space for every 60 sq. ft. or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 sq. ft. of building area or greater	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage	
Hotel/motel	1/guest room	<del>For facilities with 100+ parking spaces, two 12'x36' through stalls for RV parking are required. These stalls may be counted as 4 auto parking stalls.</del>
Kennels	2 spaces/1,000 sq. ft.	2 spaces/1,000 sq. ft. of indoor animal enclosure.
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space/2 work stations	
Schools, private: Business and trade College Elementary/junior high Senior high	10 spaces + 24/classroom 10 spaces + 30/classroom 10 spaces + 2/classroom 10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum.
Medical and health services: Convalescent and nursing homes Homeless shelter Hospitals	1/3 beds 1/4 beds 1/bed	

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Commercial Uses	Requirement	Notes
Residential care facilities	see Residential Uses, Section 9.11.040 Table 9.11.040A-12	
Recreation: Arcades Bowling and billiards Commercial stables  Golf course Golf driving range Golf, miniature Health club Parks—public and private  Skating rink Tennis, handball and racquetball facilities	1/75 sq. ft. of gross floor area 5/alley + 2/billiard table 1/5 horse capacity for boarding on-site 6/hole 1/tee 3/hole 1/100 sq. ft. of gross floor area To be determined by the approval authority based upon an approved parking study. 1/100 sq. ft. of gross floor area 3/court	
Theaters	1/3 fixed seats	

**Table 9.11.040C-12  
Off-Street Parking Requirements**

Industrial Uses	Requirement	Notes
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

**Table 9.11.040D-12  
Off-Street Parking Requirements**

Public and Quasi-Public Uses	Requirement	Notes
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

- B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.
1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.
  2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty

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(20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

No. of Automobile Spaces Provided	No. of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2% of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

- 4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.
- 5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.
- 6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.
- 7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.
- 8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.
- 9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.
- 10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein.

C. Low Emitting Fuel Efficient Carpool/Vanpool Vehicle Parking. Eight percent of required parking shall be designated for any combination of low-emitting, fuel efficient and carpool/vanpool vehicles for all new nonresidential development.

D. Parking requirements for religious institution affiliated housing development projects (RIAHD).  
1. Notwithstanding any provisions of this Title or any adopted specific plan to the contrary, the parking requirements for a religious institution affiliated housing development project are subject to the provisions of Government Code section 65913.6, as amended.

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- 2. “Religious institution affiliated housing development project” (RIAHD) is defined as a housing development project that meets all of the following requirements:
  - a. The housing development project is located on one or more contiguous parcels that are each owned, entirely, whether directly or through a wholly owned company or corporation, by a religious institution.
  - b. The housing development project qualifies as being near collocated religious-use parking by being on or adjacent to a parcel with religious-use parking or by being located within one-tenth of a mile of a parcel that contains religious-use parking.
  - c. Qualifies for a density bonus under Government Code section 65915.
- 3. Allows up to 50 percent elimination of total religious-use parking spaces available for a Religious Institution Affiliated Housing Development project.
- 4. No replacement requirement of religious-use parking spaces for a Religious Institution Affiliated Housing Development project proposes to eliminate, provided the reduction does not exceed 50 percent.
- 5. Allows the remaining religious-use parking spaces to count toward number of parking spaces required for the Religious Institution Affiliated Housing Development project.
- 6. Prohibits the reduction in parking spaces from reducing the minimum parking standards below one space per unit unless the Religious Institution Affiliated Housing Development project is within one-half mile of a high-quality transit corridor or a major transit stop, or a car share vehicle within one block of parcel.
  - a. High-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.
  - b. Major transit stop includes existing rail or bus rapid transit station, ferry terminal served by either bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
  - c. Car sharing means a model of vehicle rental where users can rent vehicles for short periods of time and users are members that have been preapproved to drive.

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**9.14.050 Processing of tentative maps.**

- A. Filing of Tentative Map.
  - 1. Action Following Filing. For purposes of this section, the fifty (50) day limitation for action after filing of the tentative map shall commence after certification of the environmental impact report, adoption of a negative declaration, or a determination that the project is exempt from the requirements of Division 13 (commencing with Section 21,000) of the Public Resources Code.
  - 2. Submittal Requirements. All tentative maps shall be submitted to the community development department and shall be accompanied by the appropriate fee as set by the city council and shall comply with this chapter.
  - 3. Additional Information. Within thirty (30) days of the date on which the map is submitted, the community development department shall determine whether any additional information is required, and the applicant or representative shall be so notified. Once the information required to complete the review of the tentative map is provided, the community development department shall accept the map as complete for filing. Additional information which may be required shall include, but is not limited to, data necessary to complete environmental review, flood and drainage studies, sewage disposal information, and circulation studies.
- B. Fee for Flood Protection Study.
  - 1. A flood protection study fee as set forth by city council shall be paid upon the submittal of the tentative map if required by the city engineer.
  - 2. No charge shall be made for a flood protection study on a revised tentative map filed within two years of the original filing.
  - 3. There shall be no flood protection study fee for reverting subdivided lands to acreage.
- C. Map Distribution. Upon the submittal of the tentative map to the community development department, one copy thereof shall be forwarded to each member of the appropriate advisory agency and to each of the following:
  - 1. City engineer/public works department;
  - 2. Fire department;
  - 3. School district(s);
  - 4. California Department of Transportation (if applicable);
  - 5. Flood control district (if applicable);
  - 6. Eastern municipal water district and local sewer/water servers as applicable to the property involved;
  - 7. Riverside County health department;
  - 8. Police department;
  - 9. Parks and recreation department;
  - 10. Any other public agency, as appropriate.
- D. Review by Project Review Committee.
  - 1. All tentative maps shall be reviewed by the project review committee (PRC). The land divider and any representative shall be notified of the date and time of the meeting, at which time the land divider shall review the proposed map with the committee.
  - 2. Upon completion of its review, the PRC shall prepare minutes and transmit a copy thereof to the land divider and his representative.
- E. Consideration by the Advisory Agency.
  - 1. Tract Maps and Parcel Maps. Except as described herein, a public hearing shall be held before the planning commission and its report thereon shall be made. Notice of the hearing shall be given, as provided in Section 9.02.200 of this title, and shall be subject to the major development review process contained in Section 9.02.030(B) of this title. After closing the hearing, the planning commission shall approve, conditionally approve or disapprove the proposed tentative map. The community development director may approve, conditionally approve or disapprove a tentative parcel map without a public hearing on land zoned and developed for residential, mixed use, commercial or industrial purposes. Notice shall be given, as provided in Section 9.02.200(C) of this title.
  - 2. Notice of the decision shall be filed with the city clerk and a copy thereof mailed to the land divider or authorized agent and any interested party requesting a copy.
- F. Consideration of Tentative Maps by the City Council. The decision of the planning commission is final eleven (11) days after the planning commission decision is required unless:
  - 1. An appeal is filed within ten (10) days of the planning commission action;
  - 2. A member of the city council requests that the city council assume jurisdiction of the matter within ten (10) days of the planning commission action; or
  - 3. The tentative map requires prior approval of a general plan amendment, zone change or other approval vested solely with the city council. If the planning commission decision is appealed or the city council assumes jurisdiction, a public hearing on the matter shall be held not more than thirty (30) days thereafter.
- G. Appeal of Actions of Advisory Agency.

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- 1. Appeal of Action of the Planning Commission.
  - a. The land divider or any interested party may appeal the decision of the planning commission on a tentative subdivision or parcel map to the city council. Any such appeal shall be filed with the city clerk within ten (10) days after the decision of the planning commission. The appeal shall be filed in writing, stating the basis for the appeal, and shall be accompanied by the applicable fee, as required by the city.
  - b. Upon filing of the appeal, the city clerk shall set the matter for a public hearing on a date within thirty (30) days after the date of the filing of the appeal and shall give notice of the public hearing, as required by law. Upon conclusion of the hearing, the city council shall render its decision on the appeal within seven days, declaring its findings therefore, and it may sustain, modify, reject or overrule any actions or rulings of the planning commission.
- 2. Appeal of Action of the Community Development Director.
  - a. The land divider or any interested party may appeal the decision of the community development director to the planning commission. Any such appeal shall be filed with the community development director within ten (10) days after the decision. The appeal shall be filed in writing, stating the basis for the appeal, and shall be accompanied by the applicable fee, as required by the city.
  - b. Upon filing of the appeal, the community development director shall set the matter for a public hearing on a date within thirty (30) days after the date of the filing of the appeal and shall give notice of the public hearing in the same manner, as required by law. Upon conclusion of the hearing, the planning commission shall render its decision on the appeal within seven days.
- H. Extension of Time for Processing. All time limits specified in this title for reporting and acting on tentative maps may be extended by the mutual consent of the land divider and the advisory agency or city council, but in no event may the extensions exceed the maximum applicable period permitted by state law.
- I. Failure to Receive Notice. Failure to receive notice of a hearing shall not invalidate the action taken by the advisory agency, or the city council.
- J. Waiver of Final Parcel Map. Upon request of the land divider, the city engineer may waive the requirement that a final parcel map be prepared if the city engineer finds that the proposed land division complies with the requirements as to:
  - 1. Area;
  - 2. Improvement and design;
  - 3. Flood water drainage control;
  - 4. Appropriate improved public roads;
  - 5. Sanitary disposal facilities;
  - 6. Water supply availability;
  - 7. Environmental protection;
  - 8. Adequate existing survey control; and
  - 9. All other provisions of this and other applicable ordinances of the city and the Subdivision Map Act.

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**9.15.030 Definitions.**

“Abutting” means having district boundaries or lot lines in common.

“Access corridor” means a portion of the lot providing access from a street and having a minimum dimension less than the required lot width.

“Access rights” mean the right, claims, title or privilege of access, by pedestrians or vehicles, to a public road or way.

“Access road” means a graded road with such improvements and of such width, as required in Chapter 9.14 of this title, which provides access from a division of land to an existing maintained street or highway.

“Accessory building” means any subordinate building or portions of the main building, the use of which is incidental to that of the main building on the same lot or premises, and which is used exclusively by the occupants of the main building.

“Accessory dwelling unit” means an attached or a detached residential dwelling unit, which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the existing single-family or multifamily dwelling is or will be situated.

“Accessory structure” means a structure that is accessory or incidental to a dwelling on the same lot.

“Accessory structure used for living purposes” means an accessory structure which is habitable space, as defined by the International Building Code.

“Accessory use” means any use customarily incidental to, related and clearly subordinate to a principal use established on the same lot or premises.

Acreage (Adjusted Net). “Adjusted net acreage” means the land area which remains after dedication of ultimate rights-of-way for: (1) exterior boundary streets; (2) flood control rights-of-way; and (3) public parks developed to meet minimum standards. Major utility easements and rights-of-way may not be counted as adjusted net acreage. Areas devoted to park land or active recreational uses may be counted as adjusted net acreage only if such public facilities are proposed over and above the minimum park land requirements.

“Active recreational uses” mean facilities occurring on level or gently sloping land to a maximum slope of ten (10) percent which are designed to provide individual or group activities of an active nature, including, but not limited to, sports fields, court games, swimming pools, children’s play areas, picnic areas, golf courses, and recreational community gardening. Active recreational uses do not include natural open space, nature study areas, open space for buffer areas, slopes greater than ten (10) percent, riding and hiking trails, scenic overlooks, water courses, drainage areas or water bodies.

“Adjoining” means district boundaries or lot lines in common.

“Advisory agency” means the city of Moreno Valley planning commission for all tentative Schedule “A,” “B,” “C,” “D,” “E,” “F,” “G,” “H” and “I” maps, and for such other purposes as the context so indicates.

“Alley” means a secondary means of access to property and is located at the rear or side of the property. Minimum right-of-way width shall be twenty (20) feet.

“Alter” means to make a change in the supporting members of a structure, such as bearing walls, columns, beams or girders, that will prolong the life of the structure. In case of a sign, “alter” means a change of all or a portion of the copy, message or sign legend or face, except on signs designed to advertise changing messages.

“Ambient level” means the general noise level one finds in a certain area at a given time.

Animal (Exotic or Wild). “Exotic” or “wild animals” mean and include lions, tigers, bears, simians, cougars, badgers, wolves, coyotes, foxes, lynx, peacock, monkey or any venomous or otherwise dangerous reptile or any other dangerous or carnivorous wild animal, or any wild animal, as defined in Section 2116 of the Fish and Game Code of the state of California, or any other animal determined to be dangerous or potentially dangerous by the city community development director.

Animal (Large). “Large animals” mean and include equine, bovine and similar sized animals, as determined by the city community development director.

Animal (Medium). “Medium animals” mean and include sheep, goats and similar sized animals, as determined by the city community development director.

Animal (Small). “Small animals” mean and include rabbits, chinchillas, guinea pigs and other similar sized animals, as determined by the city community development director.

“Antenna” means a device used to transmit and/or receive radio or electromagnetic waves between terrestrially and orbitally based structures.

Antenna, Commercial. “Commercial antenna” means an antenna or satellite dish used in conjunction with a business, commercial enterprise, trade, calling, vocation, profession, occupation, or other means of livelihood, whether or not carried on for gain or profit, including, but not limited to, public utilities, wireless telephone communications or private-owned or publicly supported AM or FM radio stations, cable television operations or television broadcast stations, but excluding standard television receive only antennas.

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Antenna, Noncommercial. “Noncommercial antenna” means an antenna or satellite dish not used in conjunction with a business, or commercial enterprise.

Antenna, Satellite Dish. “Satellite dish antenna” means a transmitting and receiving antenna, typically parabolic, disc or double convex shaped with an active element external to the disc that communicates by line of sight with another similar antenna or an orbiting satellite.

“Apartment” means one or more rooms with private bath and kitchen facilities comprising an independent self-contained dwelling unit in a building containing more than two dwelling units.

“Applicant” means an owner applying for a city permit pursuant to this title.

“Approved access” means one of the following:

1. A dedicated right-of-way;
2. An offer to dedicate to the city of Moreno Valley, or an offer to dedicate to the county of Riverside for which the city of Moreno Valley is a successor in interest, a width as established by the circulation element of the Moreno Valley general plan or any adopted specific plan or highway right-of-way standards and a strip of land at least twelve (12) feet in width which expressly grants to the owner of the subdivision or development and any successors in interest the right to use the easement without limit as to the quantity of vehicular traffic from each lot or use created by the owners or successors in interest to improved roadways in the city road system, both of which abut or connect to a publicly maintained roadway or connect to existing traveled roads where a prescriptive right by user exists for public use;
3. An offer to dedicate to the city of Moreno Valley, or an offer to dedicate to the county of Riverside for which the city of Moreno Valley is a successor in interest, or to the public in general, an easement for public road, highway and public utility purposes, of a width as established by the circulation element. The offer to dedicate to the public in general can be accepted by public use, but the easement for road construction thereon shall not become a city roadway until and unless the city council, by appropriate resolution, has caused such roadway to be accepted into the city road system; or
4. An existing traveled way where a prescriptive right by user has been established for public use by a court decree.

“Approved fire hydrant” means an appliance meeting city of Moreno Valley standards and approved by the water company and fire department having jurisdiction for use as a fire hydrant.

“Arcades” mean a place of business where more than four electronic, video or coin-operated games are operated for compensation.

“Architectural features” mean any portion of the outer surface of a structure, including, but not limited to, the kind, color and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, awnings and canopies, screens, sculptures, decoration, roof shape and materials, and other fixtures appurtenant to a structure.

“Architectural projection” means a marquee, fireplace chimney, porch, canopy or similar projection of a building.

“Arterial” means a highway intended to serve through traffic, where access rights are restricted and intersections with other streets or highways may be limited. Minimum right-of-way width shall be one hundred (100) feet.

“Attendant parking” means parking facilities where a lot attendant parks vehicles for drivers. This term is used interchangeably with “valet parking.”

“Authorized agent” means a person bearing written authority from the property owner to act on behalf of and to bind the property owner.

“Automobile service station” or “gasoline service station” means a retail place of business engaged in supplying goods and services essential to the normal operation of automobiles, whose primary use is the dispensing of automotive fuel and motor oil.

Automotive and Light Truck Repair (Major). “Major automotive and light truck repair” means activities typically including, but not necessarily limited to, automotive and light truck repair, heavy automobile and truck repair, such as transmission and engine repair, automotive painting and body work, and the installation of major accessories.

Automotive and Light Truck Repair (Minor). “Minor automotive and light truck repair” means activities, including, but not necessarily limited to, automotive and light truck repair, the retail sale of goods and services for automotive vehicles and light trucks (less than six thousand (6,000) pounds), and the cleaning and washing of automotive vehicles. Uses typically include, but are not necessarily limited to, brake, muffler and tire shops and automotive drive-through car washes. Heavier automobile repair such as transmission and engine repair and auto body shops shall not be included in this land use type.

“Aviary” means an outside enclosure within which small birds (excluding poultry or fowl, as defined) are kept and raised.

“Awning” means a permanent or temporary structure attached to and wholly supported by a building, and installed over or in front of openings or windows in a building, and consisting of a fixed or movable frame and a top of canvas or other similar material covering the entire space enclosed between the frame and the building.



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“Banner,” “flag,” “pennant” or “balloon” means any cloth, bunting, plastic, paper or similar material used for advertising purposes attached to, pinned on, or hung from any structure, staff, pole, line, framing, vehicle or other object.

“Barrier strip” means a strip of land one foot or more in width dedicated to the city of Moreno Valley for street purposes and access control at the end of a dead end street or along the side of a part-width dedicated street or other public right-of-way.

“Bars” means an establishment serving alcoholic beverages for on-site consumption as the primary use, including bars, cocktail lounges, pubs, saloons, and taverns and in which the service of food is only incidental to the consumption of such beverages.

“Bars, with Limited Live Entertainment” means a bar or tavern that provides incidental entertainment, such as musical performances, where the performance area does not exceed seventy-five (75) square feet and customer dancing does not occur. The use shall instead be classified as a nightclub if the performance area exceeds seventy-five (75) square feet or customer dancing occurs. Live entertainment does not include a sexually oriented business.

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year; this is sometimes referred to as a one hundred-year flood.

“Bicycle check-in parking system” means a parking system wherein the bicycle is delivered to, and left with, attendant(s) with provision for identifying the bicycle’s owner. The stored bicycles are accessible only to the attendant(s).

“Bicycle locker” means a fully enclosed space accessible only to the owner or operator of the bicycle.

“Bicycle-monitored parking” means an area for the parking of bicycles which is under constant surveillance.

“Bicycle-restricted access parking” means Class 3 facilities within a locked room or locked enclosure accessible only to the owners or operators of bicycles parked within, or Class 2 facilities within the common locked garage area(s) of a multiple-family residential development which is accessible only to residents of the units for which the garage is provided.

“Bicycle way” means an area either within or outside the right-of-way of a dedicated street where bicycle travel is the designated use.

Billboard. See “Outdoor advertising display.”

“Block” means the aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

“Block length” means the linear dimension of a block along one of its street frontages.

“Block perimeter” means the aggregate dimension of a block along all of its street frontages.

“Boarding or rooming house” means a building containing a dwelling unit where lodging is provided with or without meals for compensation. Notwithstanding this definition, no single-family residence lawfully operating pursuant to a state license under the California Health and Safety Code, that is otherwise exempt from local zoning regulations, shall be considered a boarding or rooming house for purposes of this code.

“Bridge” means the construction of or addition to a bridge identified in the circulation element of the general plan or is part of a major thoroughfare and spans a waterway, railway, freeway or canyon.

“Building façade line” means the vertical plane along a lot where the building’s front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

“Building face” means the area of a building elevation, front, rear or side, in which a business is located.

“Building frontage” means the side of a building which contains the main entrance for pedestrian ingress and egress. If more than one main entrance exists, the one that more nearly faces or is oriented to the street of highest classification as portrayed on the current general plan of circulation shall be considered the building frontage. If all streets are of the same classification, the side of the building with the smallest lineal dimension containing a main entrance shall be considered the building frontage.

“Building height” means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the highest point of the highest gable of a pitch or hip roof, but exclusive of vents, air conditioners, chimneys or other such incidental appurtenances.

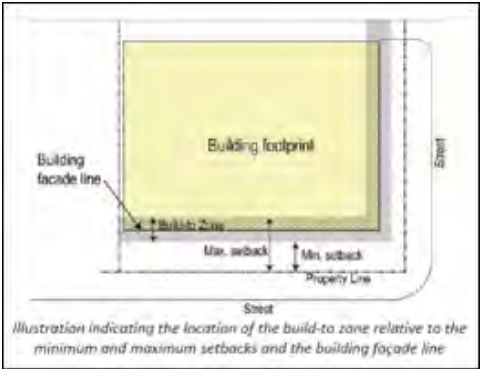
“Building site” means a legally created parcel or contiguous parcels of land in single or joint ownership, which provides the area and the open spaces required by this title for location of a building or structure, exclusive of all vehicular and pedestrian rights-of-way and all other easements that prohibit the surface use of the property by the owner thereof.

“Building space” means a building or portion of a building used by one business or other user interest without direct interior connections to other business interests.

“Build-to-zone” means the area between the minimum and maximum setbacks within which the principal building’s front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

**Figure 9.15.030-1  
Build-to-Zone**

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“Business complex” means a group of buildings and/or parcels planned or constructed as an integrated entity, with shared access and internal circulation.

“Business directory sign” means a sign located in a multitenant complex which lists each business and address located therein.

“Business identification sign” means an on-site sign which identifies the business located therein.

“Cabana” means any portable, demountable or permanent cabin, small house, room, enclosure, or other building or structure erected, constructed or placed on a mobilehome space and used in conjunction with a mobilehome. Such structure shall not be used for sleeping purposes.

“Cannabis” means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this title, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.

“Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Cannabis dispensary” means any activity involving the retail sale of cannabis or cannabis products from a retailer.

“Cannabis distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.

“Cannabis distribution center” means a location that provides the procurement, sale, and transport of cannabis and cannabis products between entities licensed by the state of California.

“Cannabis manufacturing” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the city of Moreno Valley and, a valid state license as required for manufacturing of cannabis products.

“Cannabis microbusiness” means a location with a combination of at least three of the following four commercial cannabis activities: manufacturing, cultivation (limited to ten thousand (10,000) square feet), distribution, and dispensary.

“Cannabis testing” means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products and that is both: (1) accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and (2) licensed by the Bureau of Cannabis Control.

“Can sign” means an internally illuminated sign consisting of a metal cabinet and a sign face(s) made, in part, of a translucent material such as plexiglass.

“Canopy” means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site.

“Canopy” means a small roof or awning attached to and supported by the wall of a structure.

“Canopy or awning sign” means a sign painted, placed or installed on any awning or canopy.

“Carport” means a permanently roofed structure with not more than three enclosed sides used for means automobile shelter and storage.

Catteries.

1. “Commercial catteries” mean any building, structure, enclosure or premises whereupon, or within which five or more cats are kept or maintained primarily for financial profit for the purpose of boarding, breeding, training, marketing, hire or any other similar purpose.

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- 2. “Noncommercial catteries” mean any building, structure, enclosure or premises whereupon, or within which, five or more cats are kept or maintained, but not primarily for financial profit.
- “Child day care facility” means a facility, licensed by the state of California, which provides nonmedical care to children under eighteen (18) years of age in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four (24) hour basis. Child day care facility includes day care centers and family day care homes.
- “City” means the city of Moreno Valley.
- “City council” means the city council of the city of Moreno Valley.
- “City standards” mean standard drawings as prepared or adopted by the public works director/city engineer, showing the nature of various items of improvement work to be constructed and/or made a part of the improvement agreement.
- “Collection facility” means a center for the acceptance, by donation, redemption, or purchase, of recyclable materials from the public. Collection facilities may include the following:
  - 1. Reverse vending machine(s);
  - 2. Small collection facilities which occupy an area of not more than five hundred (500) square feet, and may include:
    - a. A mobile recycling unit,
    - b. Bulk reverse vending machines or a grouping of reverse vending machines occupying more than fifty (50) square feet,
    - c. Kiosk type units, which may include permanent structures,
    - d. Unattended containers placed for the donation of recyclable materials;
  - 3. Large collection facilities which may occupy an area of more than five hundred (500) square feet and may include permanent structures.
- “Collector street” means a street which is intended to serve intensive residential land use, multiple-family dwellings, or to convey traffic through a subdivision to roads of equal capacity or greater. It may also serve as a cul-de-sac in industrial or commercial use areas but shall not exceed six hundred sixty (660) feet in length when so used. Minimum right-of-way width shall be sixty-six (66) feet.
- “Commercial-ready space” means ground floor interior space constructed with a minimum height as established in Section 9.07.096 (Building frontage type standards) that may be used for either residential or nonresidential uses. The intent of commercial-ready space is to provide flexibility so that a space can be converted between residential and nonresidential uses in response to market demand.
- “Communication and telecommunication facilities” mean and include cable television reception facilities, cellular telephone facilities, centers for employee telecommuting, communication receiving and broadcasting facilities and the like.
- “Communication facilities” mean communication towers, equipment structures, mono-poles, and the necessary appurtenances.
- “Community development director” means the community development director of the city of Moreno Valley.
- “Community noise equivalent level (CNEL)” means the average noise level during a twenty-four (24) hour day, in decibels, weighted to account for the lower tolerance of people to noise during evening (seven p.m. to ten p.m.) and night (ten p.m. to seven a.m.) hours relative to daytime hours, and shall be computed as prescribed by Title 25 of the Administrative Code of the state of California.
- “Community services district” means a community services district which has the power to construct and maintain streets, landscaping, or other public improvements as appropriate with the context used.
- Compatible.
  - 1. The term “compatible” means capable of coexisting in harmony or without significant conflict. A compatible land use will not cause a significant detriment to the use, economic value, habitability and enjoyment of residents, owners, workers, and/or patrons of any land uses in the surrounding and adjacent area. In terms of building design, compatible means consistent or in harmony with existing and planned development.
  - 2. Elements to be considered in the evaluation of compatibility include, without limitation by this enumeration, style, mass, bulk, size, use, occupancy, improvements, character, scale, texture, color and other principles of design described in the city of Moreno Valley design guidelines.
- “Comprehensive general plan” means the comprehensive general plan of the city of Moreno Valley, including all elements thereof, as adopted by the city of Moreno Valley.
- “Condominium” means an estate in real property consisting of an undivided interest in common in portion of real property, coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map or condominium plan in sufficient detail to locate all boundaries thereof, and as more specifically defined by California Civil Code Section 1351(f).
- “Construction sign” means a temporary sign announcing a future use or a project under construction and identifying parties participating in the project.

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“Contractor’s storage yard” means a use providing for storage and/or distribution of supplies or construction of materials required in connection with a business activity, public utility service, transportation service, or similar activity.

“Contractor’s storage yard with office” means a use providing for storage and/or distribution of supplies or construction of materials required in connection with a business activity, public utility service, transportation service, or similar activity. The use shall also include a permanent structure on a foundation for office use on the site.

“Convalescent home” means a facility licensed by the State Department of Public Health, the State Department of Social Welfare, or the county of Riverside, which provides bed and ambulatory care for patients with postoperative convalescent, chronically ill or dietary problems, and persons aged or infirm unable to care for themselves; but not including alcoholics, drug addicts, or persons with mental or contagious diseases or afflictions.

“Convenience sign” means a sign which conveys information such as “restrooms,” “no parking,” “entrance,” or minor business identification for directional purposes, and is designed to be viewed on site by pedestrians and/or motorists.

“Convenience store” means any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area of less than five thousand (5,000) square feet.

“Copy” means any words, letters, numbers, figures, designs or other symbolic representations incorporated into a sign.

Copy Area. See “Sign copy area.”

“Cul-de-sac street” means a road open at one end only, with special provisions for turning around, and the further extension of which is precluded by the land division design.

“Day care center” means any child day care facility, licensed by the state of California, other than a family day care home, and includes infant care centers, preschools, and extended day care facilities.

“dBA” means a number in decibels read from a sound level meter with the meter using the “A” weighting filter. The “A” weighting filter de-emphasizes very low and very high frequency sounds in a manner similar to the response of the human ear.

“Dead end street” means a street open at one end only, without provisions for turning around and which may be further extended into adjoining property.

“Density” means the number of dwelling units per net acre.

“Department of Transportation” means the Department of Transportation of the state of California.

Design (Land Divisions). For purposes of Chapter 9.14 of this title, “design” means:

1. Street alignments, grades and widths;
2. Drainage and sanitary facilities and utilities, including alignments and grades thereof;
3. Location and size of all required easements and rights-of-way;
4. Fire roads and firebreaks;
5. Lot size and configuration;
6. Traffic access;
7. Grading;
8. Land to be dedicated for park or recreational purposes; and
9. Such other specific physical requirements in the plan and configuration of the entire land division as may be necessary to insure consistency with or implementation of the comprehensive general plan and any applicable specific plan.

“Directional sign” means a sign used to direct and control vehicular or pedestrian traffic and is located upon the same parcel of land as the use that it is intended to serve. A subdivision directional sign shall not be included in this category.

“Discontinued use” means a business or activity that has ceased operation at any given location for a continuous period of at least sixty (60) days.

“District” means a portion of the city within which the use of land and structures and the location, height and bulk of structures are governed by this title.

“Divided arterial” means a divided highway primarily for through traffic to which access from abutting property shall be kept at a minimum. Intersections with other streets or highways shall be limited to approximately one-quarter mile intervals. Minimum right-of-way width shall be one hundred ten (110) feet.

“Divided highway” means a roadway with two roadbeds.

“Divided major arterial” means a six-lane divided highway primarily for through traffic serving property zoned for major industrial, commercial and multiple residential uses where anticipated traffic volumes exceed four-lane capacity. Access from other streets or highways shall be limited to approximately one-quarter mile intervals. Minimum right-of-way width shall be one hundred thirty-four (134) feet.

“Dormitory” means a building intended or used principally for housing students, where such building is related to an educational institution.

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Dwelling (Multifamily Attached). "Attached multifamily dwelling" means a building containing two or more dwelling units.

Dwelling (Single-family). "Single-family dwelling" means a building containing one dwelling unit.

"Dwelling unit" means a building or mobile home or portion thereof, which contains living facilities for not more than one family, within which one family has interior access to all parts of the dwelling. In the case of residential care facilities with shared eating, cooking or sanitation facilities, a dwelling unit is a building or portion thereof that contains living facilities for ten (10) or less persons.

"Edge of a right-of-way" means a measurement from the limit of the public right-of-way measured along a line equidistant from and parallel to the centerline of the freeway or highway.

"Educational institutions" means public and other institutions conducting regular academic instruction at kindergarten, elementary, secondary or collegiate levels, and including graduate schools, universities, research institutions and religious institutions. Such institutions must either offer general academic instruction equivalent to the standards prescribed by the State Board of Education, or confer degrees as a college or university of undergraduate or graduate standing, or conduct academic or scientific research, or give religious instruction. The definition does not include commercial or trade schools.

"Efficiency unit" means an attached unit for occupancy by no more than two persons which have a minimum floor area of one hundred fifty (150) square feet and which may also have partial kitchen or bathroom facilities, as allowed in Section 17958.1 of the Health and Safety Code.

"Emergency shelters" (California Health and Safety Code Section 50801(e)) means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Entertainment (Live). "Live entertainment," when used in this title in connection with the performing arts and other methods of live performances by entertainers, shall apply to the following activities where they occur on a scheduled basis three or more days during a calendar year on the site of a use other than a public or semi-public use:

1. A musical, theatrical or dance recital performed by one or more persons, regardless of whether performers are compensated;
2. Any form of dancing by patrons or guests at a business establishment; or
3. A fashion show, except when conducted within an enclosed building used primarily for manufacture or sale of clothing.

"Environmental constraint note" means any note or notes required by the conditions of approval to be shown on an environmental constraint sheet and reference made thereto on the final map. This shall be required when constraints involving (but not limited to) any of the following are conditioned by the advisory agency or city council: archaeological sites, geologic mapping, grading, building, building setback lines, flood hazard zones, seismic lines and setbacks, fire protection, water availability or sewage disposal, and signalization mitigation.

"Environmental constraint sheet" means a duplicate of the final map on which are shown the environmental constraint notes. This sheet shall be filed simultaneously with the final map, with the city engineer and labeled "ENVIRONMENTAL CONSTRAINT SHEET" in the top margin. Applicable items will be shown under a heading labeled environmental constraint notes. The environmental constraint sheet shall contain the statement:

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

"Environmental impact report (EIR)" means a report complying with the requirements of and as defined by the California Environmental Quality Act (CEQA) and its implementing state guidelines. This term is synonymous with an environmental impact statement (EIS) as defined in federal law.

"Exploration" means the search for minerals by geological, geophysical, geochemical or other recognized techniques. These include, but are not limited to, sampling, assaying, drilling or any surface or underground works needed to determine the type, extent or quantity of minerals present.

"Expressway" means a highway for through traffic to which access from abutting property is restricted. Intersections with other streets or highways shall be limited to approximately one-half mile intervals.

Fascia Sign. See "Wall sign."

"Family" means one or more individuals occupying a dwelling unit and living as a single household unit.

"Family day care home" means a home, licensed by the state of California, which regularly provides care, protection and supervision of children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and includes the following:

1. "Large family day care home" which means a home which provides family day care to seven to twelve (12) children, including children who reside at the home;
2. "Small family day care home" means a home which provides family day care to six or fewer children, including children who reside at the home.

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Farm Projects (Future Farmers, 4-H or Similar Projects). "Farm projects" means not more than two cattle, horses, sheep, goats or similar farm animals on parcels not less than twenty thousand (20,000) square feet in size, and other small animals on smaller lots as specified in this title, being fattened or trained in connection with the education of a person as a member of a recognized farm education organization.

"Farmworker housing" means housing that is occupied by farmworkers or farmworkers and their households. Farmworker housing is allowed in all multiple-family zones (R-10, R-15, R-20, and R-30).

"Finance and conveyance map" means a map used to parcelize undivided land, parcel maps, or tract maps for non-build reasons.

"Fire chief" means the chief of the fire protection agency or of any other applicable district, agency or department of the city or designee having jurisdiction for fire protection purposes in the area in which a land division is located.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1. The overflow of inland or tidal waters; or
- 2. The unusual and rapid accumulation of run-off of surface waters from any source.

"Flood control engineer" means the person as determined by the area in which a land division is located, as follows:

- 1. Within the boundaries of the Riverside County flood control and water conservation district, it means the chief engineer of that district.
- 2. In other instances, it means the city engineer or designee.

"Flood hazard area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, as shown on a sectional district map, flood insurance rate map (FIRM) or flood boundary and floodway map.

"Flood insurance rate map (FIRM)" and "flood boundary and floodway map" mean the official maps on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood insurance study" means the official report provided in which the Federal Insurance Administration has provided flood profiles, as well as the boundaries and the water surface elevations of the base floods.

"Flood related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water or adjacent to a stream as a result of erosion or undermining, caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water unanticipated force of nature, such as a flash flood or by an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

"Floodplain" means the land area adjacent to a watercourse, and/or other land areas susceptible to being inundated by water from any source (see definition of "Flood" or "flooding").

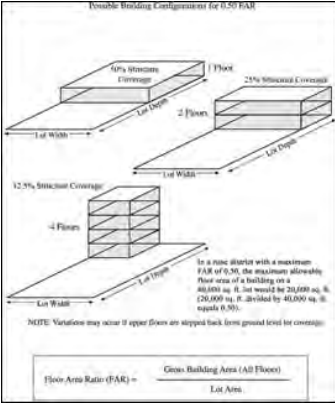
"Floodway" means the channel of a river or other watercourse and that part of the floodplain reasonably required to discharge the design flood without cumulatively increasing the water surface elevation more than one foot at any point assuming equal conveyance reduction outside the channel from the two sides of the floodplain.

Floor Area (Gross). "Gross floor area" means the total enclosed area of all floors of a building measured to the inside face of the exterior walls but excluding area used exclusively for vehicle parking or loading.

Floor Area (Net). "Net floor area" means the total building floor area excluding garages, hallways, lobbies, elevators and other common spaces.

"Floor area ratio (FAR)" means the mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table 9.07.095-10 (Mixed-Use Overlay District Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

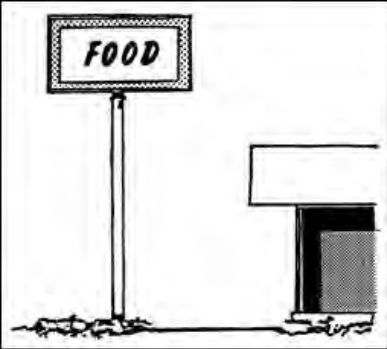
Figure 9.15.030-2 Floor Area Ratio



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“Freestanding sign” means any sign which is supported by one or more columns or uprights embedded in the ground, and which is not attached to any building or structure. Freestanding sign shall be architecturally integrated with the primary use on-site.

**Figure 9.15.030-3  
Freestanding Sign**



“Freeway” means a highway upon which there are no abutter’s rights of access and which provides separated grades at intersecting streets.

Frontage Road (Major, Secondary and Residential). “Major, secondary and/or residential frontage road” mean an auxiliary street adjacent to freeways, expressways, and flood control channels and other rights-of-way which is used primarily to provide public access to adjacent property. Minimum right-of-way width shall be in accordance with the appropriate city standards.

“Future tenant identification sign” means a temporary sign for an approved project which identifies a future use of a site or building.

“Garage” means a permanently roofed and enclosed structure with a garage door which is intended to be used for automobile shelter and storage.

Garage (Subterranean). “Subterranean garage” means a visually enclosed structure or portion of a structure intended to be used for the storage of automobiles, the maximum height of which is no greater than two and one-half feet measured from the existing grade.

“General local street” means a through street serving fifty (50) or more single-family lots or lot sizes of less than seven thousand two hundred (7,200) square feet. It may also serve as a private interior street in an industrial park. Minimum right-of-way width shall be sixty (60) feet.

Grade (Existing). “Existing grade” means the surface of the ground or pavement at a stated location as it exists prior to disturbance in preparation for a project regulated by this title.

Grade (Finish). “Finish grade” means the final grade of the site which conforms to the approved plan.

“Grand opening sign” means a temporary sign for a promotional activity used for the original opening of a business at a particular location, within thirty (30) days after occupancy, to inform the public of its location and contribution to the community. Existing businesses may qualify for an original opening if the ownership and the name of the business is changed. “Grand opening” does not mean an annual or occasional promotion of retail sales by a business or opening of a related store at another location.

“Guest room” means any rented or leased room which is used or designed to provide sleeping accommodations for one or more guests in apartments, hotels, motels, private clubs, lodges and fraternal organizations. In a suite of rooms, each room that provides access to a common hall or direct access to the outside area shall be considered as one guest room.

“Handicapped housing” means multiple-family housing in which all of the dwelling units serve physically handicapped persons. Handicapped housing is characterized by doors, elevators, bathroom and kitchen facilities designed to accommodate physically handicapped persons. Handicapped housing does not include residential care facilities licensed by the state of California.

“Hardscape” refers to the solid, hard elements in landscape design that stay the same for years. Examples of hardscape designs include patios, decks, driveways, walkways, stairs, water features, retaining or garden walls and outdoor kitchens. Many different materials are used in hardscape designs including concrete, brick, slate and flagstone.

“Hazardous fire area” means any land which is covered with grass, grain, brush or forest, whether privately or publicly owned, which is so situated or is of such inaccessible location that a fire originating upon such land would present an abnormally difficult job of suppression or would result in great and unusual damage through fire or resulting erosion.

“Health officer” means the health officer of Riverside County.

“Height” means a vertical dimension measured from existing grade unless otherwise specified.

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“Highway” or “street” means a right-of-way within which improvements are constructed for the conveyance of vehicular, pedestrian and other permitted traffic and includes all highways, streets, roads and alleys. Such rights-of-way and improvements shall be in conformity with city of Moreno Valley standards and specifications.

“Homeless shelter” means a facility operated by a provider, other than a “community care facility,” as defined in the California Health and Safety Code Section 1502, which provides temporary emergency shelter and/or an intake office for homeless persons. An intake office is a facility where homeless persons contact the provider and make arrangements for obtaining shelter. A provider is a government agency or a private nonprofit organization which provides temporary emergency shelter for the homeless and that meets all of the applicable requirements contained in the California Health and Safety Code and the California Administrative Code.

“Home occupation” means an occupation conducted in a dwelling unit, in a residential district that is incidental to the principal residential use of a lot or site.

Hot Tub. See “Swimming pools, hot tubs and spas.”

“Hotel” means any structure, or any portion of any structure, which is occupied or intended or designed for use or occupancy by transients, including but not limited to dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, time-share project or facility, dormitory, public or private club, mobilehome or house trailer at a fixed location, or other similar structure or portion thereof, duplex, triplex, single-family dwelling units except any private dwelling house or other individually owned single-family dwelling house unit rented only occasionally (infrequently) and incidentally to the normal occupancy by the owner or his family; provided, that the burden of establishing that the housing or facility is a hotel as defined herein shall be upon the owner or operator thereof who shall file with the tax administrator such information as the tax administrator may require, to establish and maintain such status.

“Household pet” means animals which are kept exclusively inside the residence, except dogs and cats, and for which no outside cages or shelters are required. These include, but are not limited to: snakes, birds (other than fowls), guinea pigs, and other animals which are not offensive to a residential neighborhood by nature of noise, odor or other objectionable features.

Illumination (Direct). “Direct illumination” means illumination by means of light that travels directly from its source to the viewer’s eye.

Illumination (Indirect). “Indirect illumination” means illumination by means only of light cast upon a surface from a source from which the light does not travel directly to the viewer’s eye.

“Impound yard” means any property used for the temporary storage of vehicles which have been legally removed or impounded at the direction of a peace officer or by judicial order, as prescribed by law. This definition shall not be construed to include vehicle repair, dismantling, salvage or wrecking activities, nor the sale of vehicles or parts.

“Improvement” means any street work surveys and monuments and utilities to be installed, or agreed to be installed, by the land divider on the land to be used for public or private streets, highways, and easements as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof. Improvement also means such other specific improvements or types of improvements, the installation of which, either by the land divider, public agencies, private utilities, by any other entity approved by the city of Moreno Valley or its designated officer or entity, or by any combination thereof, is necessary to insure consistency with, or implementation of, the general plan and any applicable specific plan.

“Improvement agreement,” as herein referred to, means the formal subdivision improvement agreements entered into with the city council of the city of Moreno Valley by the subdivider or developer, as completed and executed by both parties. Such agreements to set forth all requirements for improvement of the subject subdivision, including roads, water supply systems, drainage systems and devices, sewers, monuments or other work as set forth therein.

“Improvement standards” mean the standards set forth in this and other city ordinances or regulations related to the development of land as a subdivision or parcel map division.

“Industrial collector” means a three-lane interior, circulatory street with a continuous left turn lane with at least one end connecting to a road of greater capacity. Minimum right-of-way width shall be seventy-eight (78) feet.

Integration of Uses. Potential ways to integrate uses allowed in mixed-use development include:

- 1. Vertical Integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.
- 2. Horizontal Integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

“Interior sign” means a sign inside any business that cannot be seen from outside of the building in which the business is located or located more than three feet of the window.

“Internal ADU” is fully contained within the existing space of the primary structure or an accessory dwelling unit. “Junior Accessory dwelling unit (JADU)” means a residential dwelling unit of no more than 500 square feet that is completely contained within the space of an existing residential structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.



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“Junk” means an article in poor condition due to deterioration or disrepair.

Kennel (Commercial). “Commercial kennel” means any property maintained for the purpose of boarding, breeding, raising or training dogs or cats over the age of four months for a fee or for sale.

Kennel (Noncommercial). “Noncommercial kennel” means any property where four or more dogs or cats, over the age of four months, are kept or maintained for the use and enjoyment of the occupant for noncommercial purposes.

“Land divisions” shall be as defined by California Government Code Sections 66410 et seq., commonly known as the Subdivision Map Act, Division 2, Subdivision, Article 2, Definitions.

“Land project” means a land division, as defined in Section 11000.5 of the Business and Professions Code.

“Land use approval” means an approval granted at the discretion of the community development director in connection with a building plan, landscape plan or other requested approval certifying that the proposal complies with applicable city ordinances, regulations and any applicable project conditions and where the findings are made by the community development director pursuant to Section 9.02.170(C) of this title.

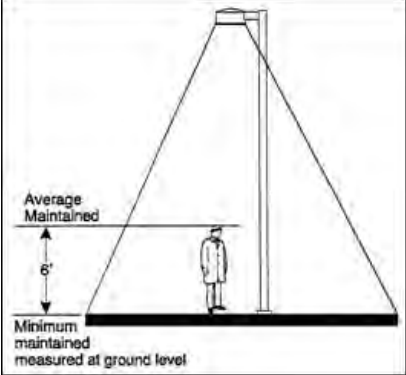
“Land use ordinance” means the city of Moreno Valley development code as amended.

“License” means a state license issued under this title, and includes an A-license and an M-license, as well as a testing laboratory license.

“Licensee” means any person holding a license under this title, regardless of whether the license held is an A-license, M-license, or a testing laboratory license.

Lighting (Minimum Maintained). “Minimum maintained lighting” means a method of measuring light at the ground level.

**Figure 9.15.030-4  
Lighting (Minimum Maintained)**



“Light trespass” means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

“Livestock” means and includes cows, bulls, calves and heifers, except pigs.

“Live-work” means a structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

“Live-work unit” means a unit with both residential and nonresidential uses and where neither use is subordinate to the other.

Lodge Hall. A “lodge hall” consists of a building where a nonprofit fraternal organization holds meetings and social gatherings. A fraternal organization is a group of people formally organized for a common interest and generally characterized by membership qualifications, payment of fees or dues, a constitution and by-laws.

“Lot” means a designated parcel, tract or area of land established by plot, subdivision or as otherwise permitted by law, to be used, developed or built upon as a unit.

“Lot area” means the area within the lot lines after dedication. See “Acreage (adjusted net).”

Lot (Corner). “Corner lot” means a site bounded by two or more streets that have an angle of intersection of not more than one hundred thirty-five (135) degrees. The front yard of a corner lot shall adjoin the narrowest street property line.

“Lot coverage” means the ratio between the ground floor area of the building or buildings and the lot area. Lot coverage shall be exclusive of steps, chimneys, unenclosed and unroofed terraces and patios.

“Lot depth” means the horizontal distance between the midpoint of the front lot line and midpoint of the rear lot line.

Lot (Double Frontage). “Double frontage lot” means a lot having frontage on two parallel streets, or which fronts upon two streets which do not intersect at the boundaries of the lot.

Lot (Flag). “Flag lot” means a lot with access to a street by a portion of the lot not meeting the requirement of the code for lot width, but having a dimension of at least thirty-five (35) feet at its narrowest point.

Lot (Interior). “Interior lot” means a lot other than a corner lot.

Lot (Key). “Key lot” means the first interior lot to the rear of a reversed corner lot.

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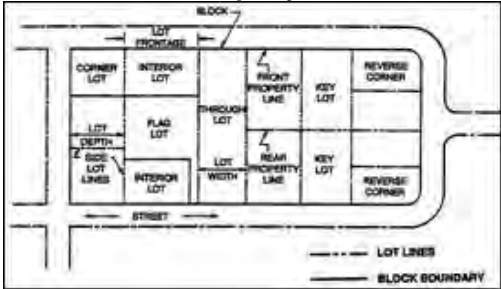
Lot (Reversed Corner). "Reversed corner lot" means a corner lot having a side lot line which is substantially a continuation of the front lot line of a lot to its rear.

Lot or Property Line (Front). "Front lot line" or "front property line" means, in the case of an interior lot, a line separating the lot from the street. In the case of a corner lot, the front lot line shall be the narrowest frontage separating the lot from the street.

Lot or Property Line (Rear). "Rear lot line" or "rear property line" means any lot line that is not a front lot line or a side lot line. In the case of a triangular or otherwise irregularly shaped lot, a line or lines ten (10) feet in length entirely within the lot, parallel to and a maximum distance from the front lot line.

Lot or Property Line (Side). The side property line shall be determined as those two lines which intersect the rear line of the required front yard setback and extend to the rear property line(s) of the lot. In the case of an irregularly shaped lot, only the two lines which intersect the rear line of the required front yard setback line shall be side property lines.

Figure 9.15.030-5 Lot/Property Line



"Lot line adjustment" means a minor alteration, as approved by the city engineer, to adjust a lot line or lot lines. It is not a subdivision or resubdivision procedure and is intended to be used only in those situations where the provisions of the Subdivision Map Act and this title applicable to subdivisions and resubdivisions do not apply.

"Lot width" means the average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

"Major thoroughfare" means those roads designated as an expressway, divided major arterial, modified divided major arterial, divided arterial, arterial and minor arterial as described in this title and reflected in the circulation element of the general plan and whose primary purpose is to carry the through traffic and provide a network connecting to or which is part of the state highway system.

"Manufactured home" means a factory built home as permitted by California law.

Manufacturing (Custom).

1. "Custom manufacturing" activities include, but are not limited to: assembly, manufacturing, processing, packaging, treatment or fabrication of custom made products. These types of businesses do not utilize raw materials for their finished products, but rather, may utilize semi-finished types of manufactured materials for their custom made-to-order products. The finished products are ready for use or consumption and may include on-site wholesale and warehousing of the goods produced. Uses may include, but are not limited to: manufacturing and warehousing of apparel products; art objects; jewelry; household furniture; small instruments (musical, electrical or photographic); stationery and related products; signs and advertising displays; stained glass products; leather products; and assembly of bicycle parts.
2. "Custom manufacturing" activities do not produce odors, noise, vibration, hazardous waste material or particulates which would adversely affect other uses in the structures or on the same site.

Manufacturing (General). "General manufacturing" activities include, but are not limited to: assembly, manufacturing, compounding of materials, packaging, treatment or fabrication of materials and products which require frequent large container truck traffic or the transport of heavy, bulky items. Products are semi-finished to become a component for further manufacturing, fabrication and/or assembly. These types of businesses are usually directed to interplant transfer, or to order from industrial uses, rather than direct sale to the end consumer. Uses may include, but not be limited to: canned foods, furniture and fixtures, converted paper and paper board products, textile products, plastic products made from purchased plastic, resin or rubber products, fabricated metal products made from sheetmetals, electrical and electronic machinery, equipments and supplies, accounting, computing and office machines. Activities may only produce noise, odors, vibrations, illumination or particulates that have been mitigated so as not to affect the persons residing in or conducting business in the vicinity.

Manufacturing (Light). "Light manufacturing" activities include, but are not limited to: assembly, labor intensive manufacturing, fabrication or repair processes which do not involve large container truck traffic or transport of large scale bulky products. New products may be finished in that the product is ready for use or consumption or it may be semi-finished to become a component for further assembly and packaging. These type of businesses are usually directed to the wholesale market, inter-plant transfer rather than direct sale to the consumer. Uses may include, but

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not be limited to: electronic microchip assembly; printing, publishing and allied industries; candy and other confectionery products; bottle, canned soft drinks and carbonated water; apparel and other finished products; paper board containers and boxes; drugs; small fabricated metal products such as hand tools, general hardware, architectural and ornamental metal works; amusement, toys, sports and athletic goods. These activities do not produce odors, noise, vibration, hazardous waste material or particulates which would adversely affect other uses in the structure or on the same site.

“Median” means the portion of a divided highway separating the traveled way for traffic in opposite directions.

“Mezzanine” means an intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

“Mined lands” means the surface, subsurface and groundwater of an area where surface mining operations will be, are being, or have been conducted. This includes private ways and roads appurtenant to any such land excavations, workings, mining waste, and areas where structures, facilities, equipment, machines, tools or other materials or property which result from, or are used in, surface mining operations are located.

“Minerals” means any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances. These include, but are not limited to, sand, gravel, coal, peat and bituminous rock, but exclude geothermal resources, natural gas and petroleum.

“Mining waste” means the residual of soil, rock, mineral, liquid, vegetation, equipment, machines, tools, or other materials or property directly resulting from, or displaced by, surface mining operations.

Mini-Warehouse (Self-Storage Warehouse). A “mini-warehouse” means a facility containing separate storage spaces leased or rented to individual tenants who have access to such space for the purpose of storing and removing personal property. Mini-warehouses are also known as self-storage warehouses and self-service storage facilities. A mini-warehouse is not to be construed as a small, conventional warehouse.

“Minor arterial” means a highway intended to serve through traffic and where access rights are restricted. Minimum right-of-way width shall be eighty-eight (88) feet. Intersections with other streets and highways shall be as approved by the city engineer.

“Mixed-use horizontal development” means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

“Mixed-use overlay district” means a land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

“Mixed-use vertical development” means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

“Mobile home” means a structure that is transportable in one or more sections, built on a permanent chassis, and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

“Mobile home park” means a development where spaces are provided for rent or lease to accommodate mobile homes that are used for residential purposes.

“Mobile recycling unit” means an automobile, truck, trailer or van, licensed by the Department of Motor Vehicles, which is used for the collection of recyclable materials. A mobile recycling center also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

“Modified divided major arterial” means a six-lane divided highway primarily for through traffic where anticipated traffic volumes exceed four-lane capacity and where access rights are restricted. Access from other streets or highways shall be limited to approximately one-quarter mile intervals. Minimum right-of-way width shall be one hundred two (102) feet.

“Monument sign” means a sign supported permanently on the ground by columns, pilasters, or similar details to provide design interest and complement their surroundings. Monument signs shall incorporate landscaping to screen the base. Landscaping around monument signs should be designed to ensure the long-term readability of the sign.

**Figure 9.15.030-6  
Modified Monument Sign**



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“Moving sign” means a sign, of which all or a portion, may move either on an intermittent or constant basis.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

“Multifamily ADU” is an ADU consistent with State law that is proposed on the same parcel with a multifamily structure in a residential, mixed use zone, or Specific Plan zone that allows for residential or mixed use.

“Multifamily dwelling structure” means, for the purposes of ADU law, a structure with two or more attached dwellings on a single lot.

“Multi-lane demand” means projected traffic volume which will exceed the nominal capacity of a two-lane street section when such projected traffic volume is determined by a rational method of traffic generation employing land use techniques and traffic engineering principles.

Net Acre. See “Acreage (adjusted net).”

“Nightclubs” means a bar, tavern, restaurant or similar establishment that provides live entertainment (music, comedy, etc.) that may serve alcoholic beverage for sale, where the performance area exceeds seventy-five (75) square feet, or customer dancing occurs.

“Nonconforming lot” means a lot which when lawfully created or established, complied with the area requirements of the district where located, but which does not conform to the presently existing area regulations of the district where located, or which does not conform to the presently existing requirements of the subdivision regulations governing lot standards.

“Nonconforming outdoor advertising display” means an existing and lawfully constructed and maintained outdoor advertising display not in conformance with Ordinance No. 133 as of July 9, 1987, and any legally constructed and maintained outdoor advertising display established after July 9, 1987 which is not in conformance with Chapter 9 of the Moreno Valley Municipal Code as of the date said chapter became effective.

“Nonconforming sign” means all existing and lawfully constructed and maintained signs: (1) which did not comply with Interim Ordinance 348 (the zoning ordinance in effect prior to adoption of this title) immediately prior to the adoption of this title and which still do not comply with the provision of Chapter 9.12 of this title, or (2) which do not now comply with the provisions of this title.

“Nonconforming structure” means a structure which was lawfully erected, but which does not conform with the standards for the district in which the structure is located by reason of adoption or amendment of a prior zoning or land use ordinance or this title.

“Nonconforming use” means a lawfully established and maintained use which does not conform with the use standards for the district in which the use is located by reason of adoption or amendment of a prior zoning or land use ordinance or this title.

“Offices, business and professional” means offices of firms or organizations providing professional, executive management or administrative services such as architectural, engineering, real estate, insurance, investment, legal and medical/dental offices. This classification includes medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.

“Off-site sign” means a sign that directs attention to a business, commodity, service, entertainment or attraction sold, offered or existing other than upon the same lot where the sign is displayed.

“Off-site subdivision sign” means a sign which directs traffic to an off-site subdivision within the city.

“Off-street loading facilities” means a site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives and landscaped areas.

“Off-street parking facilities” means a site or portion of a site devoted to the off-street parking of motor vehicles, including parking spaces, aisles, access drives and landscaped areas.

“On-site advertising structure or sign” means a structure or sign that is erected or maintained to advertise goods sold, business conducted or services rendered on the site upon which the sign is located.

“On-site subdivision sign” means a sign which identifies the subdivision upon which the sign is located.

Open Space (Common). “Common open space” means usable open space within a residential development reserved for the exclusive use of residents of the development and their guests.

Open Space (Private). “Private open space” means a usable open space adjoining and directly accessible to a dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

Open Space (Usable). “Usable open space” means outdoor space unobstructed from ground to sky, which serves a recreational function or provides visual relief from the building mass, the minimum dimension of which shall be six feet excluding required front yard.

“Outdoor recreational facility” means a facility designed and equipped for the conduct of outdoor sports, leisure time activities and other customary and usual recreational activities, and which includes public and private facilities.

“Outer separation” means the area between the traveled way of a highway for through traffic and a frontage road or service road.

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“Overburden” means the soil, rock or other materials that lie above a natural mineral deposit or in between deposits, before or after their removal by surface mining operations.

“Owner” means any of the following:

1. A person with an aggregate ownership interest of twenty (20) percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.
2. The executive officer of a nonprofit or other entity.
3. A member of the board of directors of a nonprofit.
4. An individual who will be participating in the direction, control, or management of the person applying for a license or who has a financial interest in the business other than a fixed lease of real property.

Parcel Map Division. See “Land divisions.”

“Park,” as used herein, means a parcel or parcels of land, which is open and available for use by the general public and which serves recreational needs of the public.

“Parkway” means the area adjoining the outer edge of the roadbed, extending to the right-of-way line in which sidewalks, plantings, utilities, bank slopes and related facilities may be located.

“Part-width street” means any street in which the improved width is less than the width necessary for a normal full-width street.

“Pedestrian traffic sign” means a sign other than the main business identification sign and which is oriented to pedestrian traffic. Such sign shall not include any business related advertising information.

“Pedestrian way or sidewalk” means a right-of-way designed for use by pedestrians and not intended for use by motor vehicles. A pedestrian way or sidewalk may be located within or outside a street right-of-way, at grade, or grade separated from vehicular traffic.

“Permeable paving/surfaces” means any paving or surfaces that allow stormwater to infiltrate the underlying soils. Permeable paving/surfaces are required to be contained so neither sediment nor the permeable surface discharges off the site. Materials allowed include, but are not limited to: porous asphalt, porous concrete, single-sized aggregate, planting beds, open-jointed blocks, stone, pavers or brick that are loosely set without mortar.

“Podium parking” means parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

“Political sign” means a temporary sign relating to a candidate or ballot measure to be voted upon or signs which express a point of view on an issue of public debate or controversy which may or may not necessarily be the subject of an upcoming election.

“Pool hall” means a building or portion thereof having within its premises four or more pool tables or billiard tables, or combination thereof, regardless of size, and whether activated manually or by the insertion of a coin, token or other mechanical device.

“Portable sign” means any sign not permanently affixed either to land or a structure.

“Poultry” or “fowl” means and includes all commonly domesticated birds kept for eggs or meat, and shall not include roosters, guinea fowl or peafowl. Pigeons shall be classified as fowl.

“Pre-existing” means in existence prior to the effective date of the ordinance enacting this title.

“Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted an M-license and an A-license for the same type of activity and such operation is lawful under state and local laws, rules and regulations.

“Prime agricultural land” means and includes any of the following:

1. Land which qualifies for rating as Class I or Class II in the soil conservation service land use capability classifications;
2. Land which qualifies for rating 80 through 100 in the Storie Index Rating;
3. Land which supports livestock used for production of food and fiber and which has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture;
4. Land planted with fruit or nut-bearing trees, vines, bushes or crops which have a nonbearing period of less than five years and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than two hundred dollars (\$200.00) per acre; or
5. Land which has returned from the production of unprocessed agricultural plant products and annual gross value of not less than two hundred dollars (\$200.00) per acre for three of the previous five years.

“Primary dwelling unit” means, for the purposes of ADU law, a structure with a single dwelling on a single lot.

Private Interior Street (Short, Local or Circulatory). “Private interior street” means a residential street limited by subdivision design to serve less than fifty (50) single-family dwellings or a circulatory private street in a planned residential development. Minimum right-of-way width shall be fifty (50) feet.

“Private realm” means any privately-owned property.

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“Private street” means a street within a private development or a planned residential development, which is not a public street, and where the street requirements are regulated by this title.

“Production units” means single-family residential dwelling units which are constructed in accordance with approved model home plans.

“Projecting sign” means a sign that is wholly or partly dependent upon a building for support and which projects more than eight inches from such building.

“Promotional sales sign” means a sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service, or to promote a special sale at that location or address.

“Prospecting” has the same meaning as “exploration.”

“Public access” means where public access rights between a parcel of property and an adjacent public street or highway have been legally established by dedication or conveyance and acceptance or otherwise expressly established and approved by the city engineer.

“Public improvements” means traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, reclaimed water facilities, lighting facilities, parks and equestrian trails.

“Public realm” means any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

“Public use” means a use operated or maintained exclusively by a public body for the benefit of the public, such use having the purpose of serving the public health, safety or general welfare; this term includes uses by or for the benefit of the public such as (but not limited to) public schools, parks, streets and ways, playgrounds, hospitals, and administrative and service facilities.

“Pump island” means a raised concrete area upon which fuel dispensing pumps are situated to allow for the dispensing of fuel to a vehicle.

“Quasi-public use” means a use owned or operated by a nonprofit, religious or eleemosynary institution and providing educational, cultural, recreational, religious or similar types of public programs.

“Real estate sign” means a temporary sign advertising real property for sale, rent or lease.

“Reclamation” means the combined process of land treatment that minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion, and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines. Mined lands are reclaimed to a usable condition which is readily adaptable for alternate land uses, and creates no danger to public health or safety. The process may extend to affected lands surrounding mined lands, and may require backfilling, grading, resoiling, revegetation, soil compaction, stabilization or other measures.

“Recorder” means the recorder of Riverside County.

“Recyclable material” means reusable material, including, but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture or recycling for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials.

“Recycling facility” means a center for the collection and/or processing of recyclable materials. A certified recycling facility or certified processor means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities may include the following:

1. Reverse vending machine(s);
2. Small collection facilities which occupy an area of not more than five hundred (500) square feet, and may include:
  - a. A mobile recycling unit,
  - b. Bulk reverse vending machines or a grouping of reverse vending machines occupying more than fifty (50) square feet,
  - c. Kiosk type units, which may include permanent structures,
  - d. Unattended containers placed for the donation of recyclable materials;
3. Large collection facilities which may occupy an area of more than five hundred (500) square feet and may include permanent structures.

“Recycling processing facility” means a building or enclosed space used for the collection and processing of recycling materials. Processing means the preparation of material for efficient shipment, or to an end-user’s specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and manufacturing. Recycling processing facilities include the following:

1. A light processing facility occupies an area of under forty-five thousand (45,000) square feet of gross collection, processing and storage area and has up to an average of two outbound truck shipments per day. Light processing

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facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.

2. A heavy processing facility is any processing facility other than a light processing facility.

“Residential building identification sign” means a sign which identifies the residential occupants, such as, “The Smiths.”

“Residential name plate” means a sign which identifies the name of a residential complex, such as, “Moreno Arms.”

“Restaurant” means a place of business which sells or serves food products and beverages for consumption on the premises within a building consisting of a permanent structure that is fully enclosed with a roof and walls, and where incidental dining may be permitted out-of-doors on a patio, deck or terrace that is integrated into the building design.

Restaurant (Drive-through). “Drive-through restaurant” means a place of business which sells food products or beverages and which delivers such food products or beverages to customers outside of the building in which they are prepared by means of a service window, counter, or similar method or device.

Restaurant (Fast Food). “Fast food restaurant” means any establishment whose principal business is the sale of foods, frozen desserts or beverages in ready-to-consume individual servings, for consumption either within the restaurant building or for carry-out, and where either: (1) foods, frozen desserts or beverages are usually served in paper, plastic, or other disposable containers, and where customers are not served their food, frozen desserts or beverages by a restaurant employee at the same table or counter where the items are consumed; or (2) the establishment includes a drive-up or drive-through service facility or offers curbside service.

“Restaurant with limited live entertainment” means a restaurant that provides incidental entertainment, such as musical performances, where the performance area does not exceed seventy-five (75) square feet, and customer dancing does not occur. The use shall be classified as a nightclub (commercial entertainment) if the performance area exceeds seventy-five (75) square feet or customer dancing is provided. Live entertainment does not include a sexually oriented business.

“Restricted parking” means a situation where no on-street parking is permitted along the street frontage, or where on-street parking is prohibited during specified hours on certain days or on all days.

“Retail sales” are classified as establishments primarily engaged in selling goods or merchandise to the general public for personal, business, or household consumption and rendering services incidental to the sale of such goods. Some characteristics of retail sales establishments include places of business that engage in activities to attract the general public to buy, receive, sell merchandise and may process, repair, or manufacture some of the products, such as but not limited to jewelry, baked goods, apparel, pottery, or consumer electronics, where such processing, repair, or manufacturing is incidental or subordinate to sale activities. Uses considered objectionable or a nuisance may be denied by the community development director. Uses requiring an adult business use permit are not included under “retail sales.”

Reverse Vending Machine—Bulk Reverse Vending Machine.

1. A “reverse vending machine” means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container’s redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically, provided that the entire process is enclosed within the machine. In order to accept and temporarily store all three container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary.

2. A “bulk reverse vending machine” refers to a reverse vending machine that is larger than fifty (50) square feet; is designed to accept more than one container at a time; and will pay by weight instead of by container.

“Revised tentative map” means a modification of an approved tentative map wherein the design of the land division is changed from the approved tentative map, but there is no substantial change in concept from the original approved map.

“Right-of-way” means the entire width of property for the use of highways, flood and drainage works, overhead and underground utilities or any related or consistent improvements.

“Roadbed” means that portion of the roadway extending from curb-face to curb-face or from curb-face to the outside line of improved shoulder, or between the outside line of improved shoulders.

“Roadway” means that portion of the highway including roadbed, all slopes, side ditches, channels, waterways and all other related facilities which are located within a road right-of-way.

“Roof sign” means any sign or a portion thereof located on or extending over or above the roof of a building and either supported by the roof or by an independent structural frame.

“Sculpted can sign” means a can sign constructed in such a manner that the shape of the cabinet conforms to the outline of the letters or other characters to be displayed.

“Service bay” means an area inside a building designed for the maintenance, repair or servicing of a vehicle.

Service Road. See “Frontage road.”

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“Shared parking” means where certain parking spaces can be utilized by two or more different uses. Shopping Center, Integrated. “Integrated shopping center” means two or more parcels of land that are visually designed to operate as a single center containing cross easements, shared parking facilities and shared access.

“Sign” means a device, fixture, surface or structure of any kind or character, made of any material whatsoever, displaying letters, numbers, words, text, illustrations, symbols, forms, patterns, colors, textures, shadows or lights; or any other illustrative or graphic display designed, constructed or placed on the ground, on a building, canopy, wall, post or structure of any kind, in a window, or on any other object for the purpose of advertising, identifying or calling visual attention to any place, structure, firm, enterprise, profession, business, service, product, commodity, person, idea, activity or other message. “Sign” shall include any portable sign. The term does not include a religious symbol on a church or other place of worship.

Sign Area. The area of a sign shall be the entire area that encloses the outside limits of the sign, including the sign copy area and any frame, border, background area, structural trim, or other material forming an integral part of the sign.

Sign Copy Area. The “sign copy area” shall be the area that encloses the extreme limits of the area available for displaying the desired message. The sign copy area includes both the written message and the background against which the message can be displayed.

“Sign copy height” means the vertical dimension measured from the average finished grade level under the sign to the highest point of the sign copy area.

“Sign face” means that area of a sign which contains the advertising copy or conveys a message.

“Sign height” means the vertical dimension measured from the top of curb or curb design, at the property line nearest to the sign, to the highest point of the sign.

“Single ownership” means holding record title, possession under a contract to purchase or possession under a lease, by a person, firm, corporation or partnership, individually, jointly, in common or in any other manner where the property is or will be under unitary or unified control.

“Single family ADU” is an ADU consistent with State law that is proposed on the same parcel with a single family structure in a residential, mixed use zone, or a Specific Plan zone that allow for residential or mixed use.

“Single family dwelling structure” means, for the purposes of ADU law, a structure with a single dwelling on a single lot.

“Single room occupancy (SRO) facility” means a structure consisting of six or more units, each of which is designed for occupancy by no more than two persons, which also has bathing facilities, that may or may not have partial kitchen facilities, and which is occupied as a primary residence by its occupants. The definition of SRO does not include residential care homes, senior housing projects, rooming and boarding houses, hotels and motels, bed and breakfast lodging, extended care facilities or hospitals.

“Site” means a lot or group of contiguous lots not divided by an alley, street, other right-of-way or city boundary line that is proposed for development in accordance with the provisions of this title, and is in a single ownership or has multiple owners, all of whom join in an application for development.

“Smoke shop” shall mean a retail establishment, commonly known as a smoking shop, smoking lounge, vape shop, hookah bar, cigar bar, cigar shop, or headshop, which provides or sells products intended or designed for use in ingesting, inhaling, or otherwise introducing tobacco into the human body, including but not limited to tobacco products, electronic cigarettes which contain nicotine and emit smoke or vapor, smoking accessories, including but not limited to rolling papers, rolling machines, herb grinders, scales, glass pipes, hookah pipes, bong, bubblers, or other paraphernalia.

Spa. See “Swimming pools, hot tubs and spas.”

“Spa facility” means an establishment in a fixed location where massage is performed for compensation pursuant to all applicable state and local laws, rules and regulations as well as meeting all the requirements of Chapter 11.96 (Spa Facilities). Spa facilities may include additional services such as full service hair salons, make-up consultation and application and manicure and pedicure services, and therapeutic treatments such as body packs and wraps, exfoliation, cellulite and heat treatments, electrolysis, body toning, waxing, aromatherapy, cleansing facials, medical facials, non-surgical face lifts, electrical toning and electrolysis. Hydrotherapy and steam and sauna facilities, nutrition and weight management, spa cuisine and exercise facilities and instruction may also be provided as additional services.

“Special event sign” means a temporary sign which advertises special events and activities such as charitable events, Christmas tree sales, and firework displays.

“Specific plan” means a plan adopted by the city council of the city of Moreno Valley that is based upon and implements the general plan of the city of Moreno Valley, as provided in Section 65450 et seq., of the California Government Code.

Stable (Commercial). “Commercial stable” means a stable for horses, mules or ponies which are rented, used or boarded on a commercial basis for compensation.



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“Staff” means and includes the employees of the city of Moreno Valley public works and community development departments and fire prevention bureau.

Storm, One Hundred-Year Frequency. “One hundred-year frequency storm” means a storm that has a one percent chance of occurring in any given year. It does not follow, however, that such a storm will be equaled or exceeded once in every one hundred-year period, or that having occurred once, it will not occur again for one hundred (100) years. It may occur several times in a one hundred-year period, but over a sufficient length of time the average is expected to be once in one hundred (100) years.

“Story” means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling above. The basement or cellar shall not be considered a story unless the upper surface of the floor above is more than six feet above the average level of the highest and lowest points of the ground surface immediately adjacent to the exterior walls of the building.

Street. See “Highway or street.”

“Structural alteration” means any change in or alteration to a structure involving change in or alteration to a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, retaining walls, or similar components.

“Structure” means anything constructed or erected that requires a location on the ground, including a building or a swimming pool, but not including a fence or a wall used as a fence if the height does not exceed six feet, or access drives or walks.

Structure (Accessory). “Accessory structure” means a structure that is accessory or incidental to a dwelling on the same lot. a subordinate structure or portion of a main building, the use of which is incidental, appropriate and subordinate to that of the main building.

Structure (Main). “Main structure” means a structure housing a principal use of a site or functioning as a principal use.

“Subdivider” means a person, firm, corporation, partnership or association who proposes to divide, divides or causes to be divided real property into a subdivision for himself or for others, except that employees, agents and consultants of such persons or entities, acting in such capacity, are not “subdividers.”

Subdivision. See “Land divisions.”

“Subdivision design” means and includes: street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; fire roads and firebreaks; lot size and configuration; traffic access; grading; land to be dedicated for park or recreational purposes; and such other specific physical requirements in the plan and configuration of the entire subdivision as may be necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan.

Subdivision Improvement. See “Improvement.”

“Substantial improvement” or “substantial construction” means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

“Support retail sales” are classified as establishments primarily engaged in retail services that support major business, corporate, and administrative office rather than general community retail needs. These uses include art galleries, art studios, art supply shops, assayer, and florist shops and similar uses. Uses requiring an adult business use permit are not included under “support retail sales.”

“Surface mining operations” mean all, or any part of, the process involved in the mining of minerals on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method, dredging and quarrying, or surface work incidental to an underground mine. Surface mining operations shall include, but are not limited to:

1. In-place distillation, retorting or leaching;
2. Production and disposal of mining waste; and
3. Prospecting and exploratory activities.

“Surface parking” means parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a “parking lot.”

“Swimming pools” and “hot tubs” or “spas” mean water-filled enclosures having a depth of eighteen (18) inches or more used for swimming or recreation.

“Tandem parking” means parking space configuration where two or more parking spaces are lined up one behind the other.

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“Temporary sign” means a sign erected for a temporary purpose attracting attention to an activity, product or other idea or message as provided for in this title.

“Tenant improvements” mean improvements to existing structures installed for the benefit of the proposed occupant and user of an office, commercial or industrial property. The occupant and user may be the property owner, a tenant or lessee. The improvements may involve the interior or exterior of the structure.

“Tentative map” means a map made for the purpose of showing the design and improvement of a proposed land division and the existing conditions in and around it and need not be based upon an accurate or detailed final survey of the property.

Tentative Map, Revised. “Revised tentative map” means a modification of an approved tentative map wherein the design of the subdivision is changed from the approved tentative map, but there is no substantial change in concept from the original approved map.

“Traveled way” means that portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Truck (Large). “Large truck” means a truck weighing ten thousand (10,000) pounds or more unloaded.

“Tuck-under parking” means parking spaces that are covered by the upper floor of a building, but are otherwise open.

“Underground level” means that portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

“Vehicle sign” means a sign which is placed, attached or mounted to a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product or service sold or an activity or business located on such property or to an idea or other message.

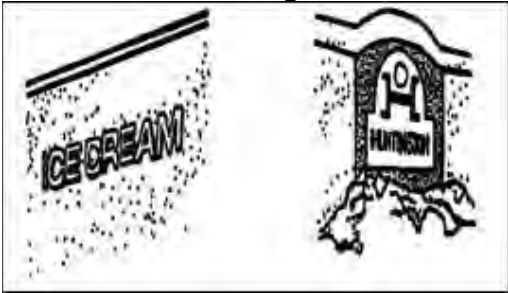
“Vehicle storage yard” means any property used for the storage of vehicles. This classification does not include vehicle repair, dismantling, salvage or wrecking activities, nor the sale of vehicles or parts.

“Vesting tentative map” means a map which meets the requirements of a tentative map that has printed conspicuously on its face the words “Vesting Tentative Map” and is processed in accordance with Section 9.14.060 of this title.

“Visible” means likely to be noticed by a person of average height walking on an adjacent street or sidewalk or traveling in a vehicle on an adjacent street or highway two years after installation of any planting screening material intended to screen a view.

“Wall sign” means any sign affixed to a building facing in such a manner that the face of the sign is substantially parallel to the plane of the building facing.

**Figure 9.15.030-7  
Wall Sign**



“Wholesaling” means the selling of any type of goods for purpose of resale.

“Window sign” means any sign, exposed to public view, which is attached, painted, or pasted, or is located within three feet, either permanently or temporarily, on or of the interior or exterior of a window.

“Wrecking yard” means any facility used for the dismantling of vehicles. Activities normally include the buying and selling of inoperative vehicles, their parts or component materials and the storage thereof.

“Yard” or “court” means an open space on the same site as a structure, unoccupied and unobstructed from the ground upward, except as otherwise provided in this title, including a front yard, side yard, rear yard or court between structures.

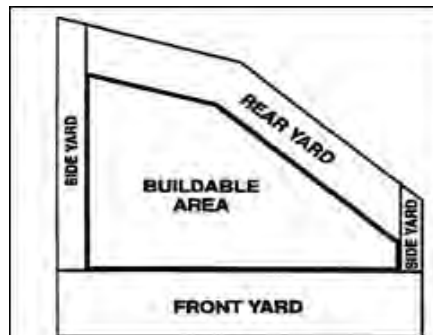
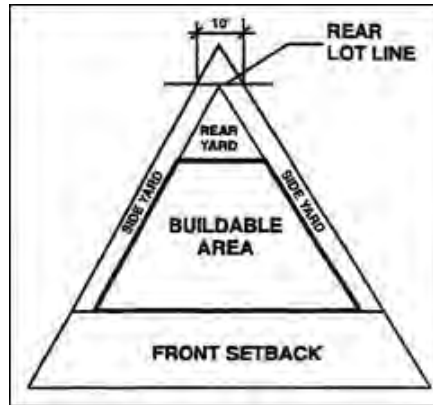
Yard (Front). “Front yard” means a yard extending across the full width of a site, the depth of which is the minimum horizontal distance between the front property line and a line parallel thereto on the site.

Yard (Rear). “Rear yard” means a yard of the required width extending the full width across the site, from side yard to side yard measured parallel from the rear property line, the depth of which is the minimum horizontal distance between the rear property line and a line parallel thereto on the site.

Yard (Side). “Side yard” means a yard of the required width extending from the rear line of the required front yard measured parallel from the side property line of the lot extending to the rear property line.

**Figure 9.15.030-8**

**Setbacks and Yard Areas**



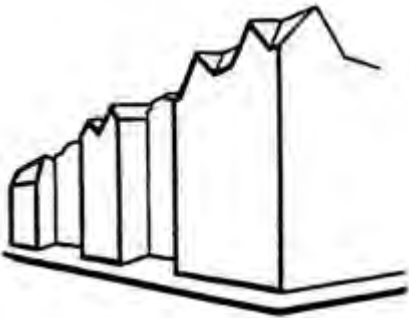
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**9.16.150 Commercial (retail, office, mixed use).**

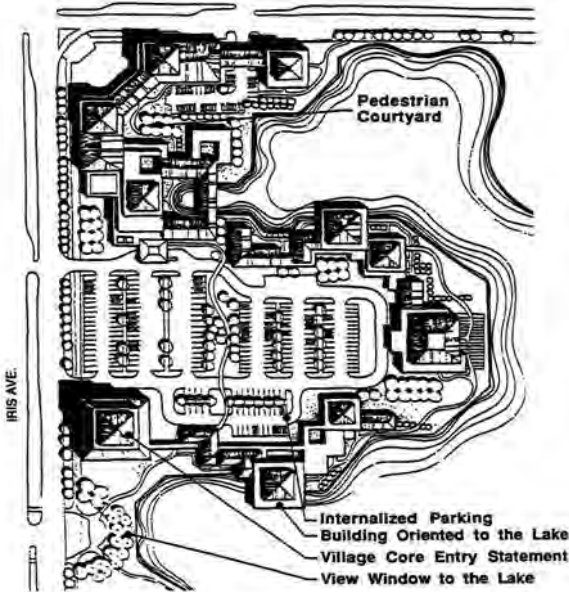
- A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.
  - 1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.
  - 2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.
  - 3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.
  - 4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a “turn-of-the-century” architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.
- B. General Guidelines.
  - 1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.
  - 2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.
  - 3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.
  - 4. The development of new, small convenience centers on sites less than eight acres is discouraged.
  - 5. Architectural elements shall be an integral part of the façade design, avoiding the “pasted-on” look.
  - 6. Building façades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.
  - 7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.
  - 8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.
  - 9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.
  - 10. Continuous building mass should be divided into smaller units, providing both variety and scale.
  - 11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.
  - 12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.
  - 13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.
  - 14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.
  - 15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.
  - 16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial “crossover.”
  - 17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.
  - 18. Each commercial center of five acres or more shall have at least one major entry containing a median.
  - 19. The “strip” commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.
  - 20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.
  - 21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.
  - 22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended

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- to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.
- 23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.
- 24. Access to service bays of automotive uses shall be from the interior of the site.
- 25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.
- 26. Hotels over 4 stories shall include rooftop amenities (eg. restaurant, bar, swimming pool or other amenities as accepted by the Community Development Director).
- 27. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.
- 28. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.
- 29. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.
- 30. Architectural design of new projects shall be mindful of the surrounding district’s urban fabric, providing a design statement to enhance the context and to upgrade the overall image.



**Continuous Mass Divided to Provide Scale**



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**9.17.140 Freeway frontage.**

Development projects adjacent to the Moreno Valley Freeway (California State Highway 60) shall be landscaped within the freeway right-of-way and maintained by the property owner, as prescribed in the landscape guidelines established by the city of Moreno Valley. If the freeway right-of-way is not landscaped, the property owner shall maintain the right-of-way along their frontage in a manner that is free of weeds, vegetative debris, and refuse. An encroachment permit shall be reviewed and approved by the City, and Caltrans if applicable, prior to issuance of a grading permit.

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