



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**

April 19, 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 951.413.3350 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
April 19, 2022

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Recognition of SHARP International State Competition Champions, Valley View High School Cheer, First Place
 - a) Valley View High School Cheerleaders (22 Athletes)
 - b) Pep Squad Advisor, Mrs. Kenya Williams Brown
 - c) Moreno Valley Unified School District Superintendent Dr. Martinrex Kedziora
2. 2021 Deputy of the Year
Deputy Ron White
3. 2020 and 2021 Firefighters of the Year
2020 Firefighter of the Year: Dallas Smith, Fire Apparatus Engineer
2021 Firefighter of the Year: John Phillips, Fire Captain

**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
APRIL 19, 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

ROLL CALL

INTRODUCTIONS

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

JOINT CONSENT CALENDARS (SECTIONS A-E)

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 Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - MAR 1, 2022 6:00 PM

Recommendation: Approve as submitted.

A.3. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION) - MAR 8, 2022 5:00 PM

Recommendation: Approve as submitted.

A.4. MINUTES - CITY COUNCIL - SPECIAL MEETING - MAR 24, 2022 4:00 PM

Recommendation: Approve as submitted.

A.5. PAYMENT REGISTER - FEBRUARY 2022 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.6. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.7. ACCEPT THE U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM PART 1 (ERAP1) REALLOCATION OF FUNDS (Report of: Financial & Management Services)

Recommendations:

1. Accept the U.S. Treasury Emergency Rental Assistance Program Part 1 ("ERAP1") Reallocation funds in the amount of \$163,970 and \$444,512, for a total of \$608,482.

2. Designate and authorize the Chief Financial Officer as authorized signatory to execute required Emergency Rental Assistance Program Part 1 ("ERAP1") Reallocation documents.

3. Authorize a budget amendment as set forth in the fiscal impact section.

4. Authorize the City Manager to execute program management contracts with United Way of Inland Valleys and The Salvation Army to provide Financial Assistance and Housing Stability Services.

5. Authorize the City Manager to accept any additional redirected Emergency Rental Assistance Program funding from the U.S. Treasury and to amend said agreements necessary as additional funds are made available.

A.8. AUTHORIZATION TO CONTINUE TWO HOMELESS ASSISTANCE PROGRAMS TO ASSIST WITH ADDRESSING HOMELESSNESS (Report of: Financial & Management Services)

Recommendations:

1. Authorize the City to continue collaborating with The Salvation Army on two programs aimed at providing members of the community who are experiencing homelessness access to essential services and employment; and
2. Authorize the City Attorney to prepare revised agreements with The Salvation Army for case management services and oversight of the daily operations of both programs, the "Homeless Assistance Program" and the "Homeless To Work Program"; and
3. Authorize the City Manager to execute revised agreements; and
4. Authorize the Chief Financial Officer to implement the budget allocation as set forth in the fiscal impact section.

A.9. COMPLY WITH THE STATE'S UNFUNDED MANDATES IN SENATE BILL 1383 MANDATORY ORGANIC WASTE DISPOSAL REDUCTION LEGISLATION (Report of: Financial & Management Services)

Recommendations:

1. Authorize the Purchasing and Sustainability Manager to file the necessary documents with the California Department of Resources Recycling and Recovery (CalRecycle), which is California's regulatory, compliance and enforcement division; and
2. Approve Resolution No. 2022-XX Adopting the Adjustment for the Solid Waste and Recycling Services; and
3. Approve and Authorize the City Manager to finalize the administrative details and execute the Third Amendment and Restatement of the Solid Waste and Recycling Franchise Agreement, subject to the approval of the City Attorney.

A.10. PEN18-0092 (TR 37544) – APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND FH II, LLC, FOR THE QUINCY STREET CHANNEL STAGE 4 LOCATED ON BRODIAEA

BOULEVARD EAST OF MORENO BEACH DRIVE. DEVELOPER: FH II, LLC (Report of: Public Works)

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (District), the City of Moreno Valley (City), and FHI II, Inc. (Developer), for the Quincy Street Channel, Stage 4.
2. Authorize the City Manager to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

A.11. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CT&T CONCRETE PAVING INC. FOR FISCAL YEAR 2021-22 ADA RAMP IMPROVEMENTS, PROJECT NO. 801 0095 (Report of: Public Works)

Recommendations:

1. Award a construction contract to CT&T Concrete Paving Inc., 324 South Diamond Bar Boulevard, PMB 275, Diamond Bar, CA 91765, for the Fiscal Year 2021-22 ADA Access Ramp Improvements project in the amount of \$651,300.00, funded by the Transportation Development Act Article 3 Bicycle and Pedestrian Facilities Program (SB 821) grant and gas tax;
2. Authorize the City Manager to execute a contract with CT&T Concrete Paving Inc.;
3. Authorize the issuance of a Purchase Order for CT&T Concrete Paving Inc. in the amount of \$748,995.00 (\$651,300.00 bid amount plus 15% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract with CT&T Concrete Paving Inc. up to, but not exceeding, a contingency of \$97,695.00 subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF MARCH 1, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - SPECIAL CLOSED MEETING OF MARCH 8, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - SPECIAL MEETING OF MARCH 24, 2022 4:00 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 - REGULAR MEETING OF MARCH 1, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - SPECIAL CLOSED MEETING OF MARCH 8, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - SPECIAL MEETING OF MARCH 24, 2022 4:00 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 - REGULAR MEETING OF MARCH 1, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - SPECIAL CLOSED MEETING OF MARCH 8, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

- D.4. MINUTES - SPECIAL MEETING OF MARCH 24, 2022 4:00 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 - REGULAR MEETING OF MARCH 1, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - SPECIAL CLOSED MEETING OF MARCH 8, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

- E.4. MINUTES - SPECIAL MEETING OF MARCH 24, 2022 4:00 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 TO APPROVE CDBG, HOME & ESG PROJECT SELECTIONS FOR INCLUSION IN FISCAL YEAR 2022/23 ANNUAL ACTION PLAN (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the proposed project selections for Fiscal Year (FY) 2022/23 Annual Action Plan.

G. GENERAL BUSINESS

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

I. REPORTS

- I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

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

ADJOURNMENT

PUBLIC INSPECTION

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

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

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Paul D. Bradvica
Deputy City Clerk

Date Posted: April 14, 2022

TO:

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: April 19, 2022

TITLE: RECOGNITION OF SHARP INTERNATIONAL STATE
COMPETITION CHAMPIONS, VALLEY VIEW HIGH
SCHOOL CHEER, FIRST PLACE

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: Brian Mohan, Assistant City Manager
AGENDA DATE: April 19, 2022
TITLE: 2021 DEPUTY OF THE YEAR

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: Brian Mohan, Assistant City Manager

AGENDA DATE: April 19, 2022

TITLE: 2020 AND 2021 FIREFIGHTERS OF THE YEAR

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
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
March 1, 2022**

Minutes Acceptance: Minutes of Mar 1, 2022 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
March 1, 2022**

CALL TO ORDER

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:00 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Delgado.

ROLL CALL

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

Roll Call

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 Mar 1, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Manuel Mancha
 Michael Lloyd
 Jeremy Bubnick
 John Salisbury
 Jesse Park

Community Development Director
 Public Works Director/City Engineer
 Parks & Community Services Director
 Chief of Police
 Fire Chief

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

Fred Banuelos

1. Stated that City Council, and City Staff are essential. Expressed the need to hold in person and Zoom Council Meetings.
2. Expressed disdain towards a comment posted on Elena Baca-Santa Cruz's Facebook page.
3. Asked for a synopsis of item B.6; PURSUANT TO A LANDOWNER PETITION, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT.

Elmer Thomas

1. Informed the residents that monetary contributions for Ukraine can be made at globalgiving.org, unisefusa.org, or nrc.no.
2. Called for the recall of Council Member Marquez, critical of Council Member Marquez.
3. Called for the recall of Council Member Cabrera, critical of Council Member Cabrera.
4. Expressed support for District 1 candidate Elena Baca-Santa Cruz.

Nanette Placencia

1. Recalled filing a report with the Riverside County Health Department on January 23, 2022. Asserted that a life-threatening disease is affecting the employees at her place of work. Urged Council to help remedy the problem. Disclosed emailing Mayor Gutierrez and each Council Member with her concerns. Recalled that Council Member Cabrera responded to her email. Urged Council to provide support in remedying the issue.

Mayor Gutierrez affirmed County of Riverside Public Health is the lead agency in these types of cases. Instructed staff to follow-up with Riverside County.

Susan Zeitz

1. Urged Council to reconsider the Planning Commission decision to approve the conditional use permit for the AM/PM fossil fuel station from last weeks

meeting. Recounted the potential health risks associated with fossil fuel discharge.

David Zeitz

1. Summarized his observation of failed communication etiquette, expression of emotions, and name calling vs fact finding from local residents speaking at the Council Meetings.
2. Commented on the recent Brown Act Violation, urged the residents to move past the critical point being that everything has already been resolved.

Robert Palomares

1. Praised the Police and Fire departments.
2. Expressed condolences towards the family of deceased Lieutenant Taylor.
3. Agreed with lighting the "M" with the colors of the Ukraine flag.
4. Thanked Council Member Delgado for the work he is doing in District 2.

JoAnn Stephan

1. Recounted Council Member Cabrera's claims that people were lying about him. Inquired about his 460 forms.
2. Critical of Council Member Cabrera.
3. Expressed support for District 1 candidate Elena Baca-Santa Cruz.
4. Thanked Mayor Gutierrez, Council Member Delgado, and City Staff for the work they are doing in the City, progress to be proud of.

Don Martin

1. Urged Council to not get involved with the Amazon warehouse outbreak mentioned by speaker Nanette Placencia.
2. Expressed being in favor of the cannabis dispensary tax reduction; suggested a 1.5% deduction, instead of 3%. Expressed being in favor of the cannabis industry as a means of revenue for the City.
3. Asserted being in favor of the AM/PM gas station.

Elena Baca-Santa Cruz

1. Asserted that she is running for City Council in District 1.
2. Expressed feeling overjoyed for the lighting of the "M" in yellow and blue in solidarity with Ukraine.
3. Encouraged that we keep the United States Military in our prayers.
4. Conveyed appreciation for her campaign and campaign contributors.
5. Thanked the residents whom have communicated their concerns to her; encouraged residents to continue.

Louise Palomares

1. In favor of the City's decision to light the "M" in yellow and blue in solidarity with Ukraine. Urged the community to support Ukraine.
2. Asserted being in favor of the AM/PM gas station. Critical of those opposed to the project.
3. Critical of Council Member Cabrera for the illegal appointment of former Council Member Jempson.
4. Thanked Mayor Gutierrez and Council Member Delgado for the work they do.

David Lara Tellez

1. Disputed Council Member Cabrera's comments from the February 15, 2022 council meeting, regarding FPPC filings. Accused Council Member Cabrera of failing to comply with the following FPPC case violations, 2018-01120, 2020-00453.
2. Critical of Council Member Cabrera.

Roy Bleckert

1. Expressed his disappointment for the Zoom meeting. Declared that the technical difficulties are discouraging residents from expressing their concerns. Claimed that the Zoom meeting was a direct, egregious attempt to suppress people from speaking. Cited Baca vs. MVUSD.
2. Alleged Council Member Marquez, and Council Member Cabrera attempted to coup the Council for the appointment of former Council Member Jempson. Urged them to apologize for their actions and violating the Brown act. Urged Mayor Gutierrez to initiate an investigation surrounding the appointment of former Council Member Jempson.

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.

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

Mayor Gutierrez opened the Consent Agenda items for comments.

Council Member Cabrera stated his conflict of interested and recused himself from item B.6 Therefore requesting a separate vote.

Minutes Acceptance: Minutes of Mar 1, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Council Member Delgado stated his conflict of interested and recused himself from item A.9. Therefore requesting a separate vote.

Council Member Cabrera requested to comment on A.9. Highlighting additional grant funding for the Police Department.

Council Member Marquez requested a brief overview of item A.9, and A.7.

Chief of Police Captain John Salisbury summarized item A.9. The additional supplemental funds will be used to pay for two (CCAP) Chief's Community Advisory Panel positions.

Chief Financial Officer/City Treasurer Brian Mohan provided a brief presentation on item A.7.

Mayor Gutierrez opened the Consent Agenda items for public comments

Mayor Gutierrez summarized the motion as follows:

1. A motion to approve the consent calendar.
2. Recusal of Council Member Cabrera on item B.6.
3. Recusal of Council Member Delgado on item A.9.

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

A.2. City Council - Regular Meeting - Jan 18, 2022 6:00 PM

Recommendation: Approve as submitted.

A.3. City Council - Closed Session - Feb 1, 2022 5:00 PM

Recommendation: Approve as submitted.

A.4. City Council - Regular Meeting - Feb 1, 2022 6:00 PM

Recommendation: Approve as submitted.

A.5. City Council - Closed Session - Feb 15, 2022 4:30 PM

Recommendation: Approve as submitted.

- A.6. PAYMENT REGISTER- DECEMBER 2021 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.7. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (Report of: Financial & Management Services)

Recommendations:

That the City Council adopt Resolution No. 2022-21 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.

Roy Bleckert implored Council to vote no on item A.7.

- A.8. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2021 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended December 31, 2021, in compliance with the City's Investment Policy.

- A.9. 5680 : SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA) EXPENDITURE PLAN FOR FY 21-22 (Report of: Police Department)

Recommendations:

1. Accept the Supplemental Law Enforcement Services Account (SLESA) grant award for FY 21-22 for frontline municipal police services.
2. Approve an increase of \$165,252 to the SLESA Grant Fund (Fund 2410) FY 21-22 *revenue* budget to reflect the total FY 21-22 allocation of \$515,252.
3. Approve an increase of \$165,252 to the SLESA Grant Fund (Fund 2410) FY 21-22 *expenditure* budget to reflect the FY 21-22 planned expenditure of \$515,252.

A.10. FISCAL YEAR 2021/22 MID-YEAR BUDGET REVIEW AND APPROVAL OF THE MID-YEAR BUDGET AMENDMENTS (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Receive and file the Fiscal Year 2021/22 Mid-Year Budget Review.
2. Adopt Resolution No. 2022-22. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised budgets for fiscal years 2021/22 – 2022/23.
3. Approve title change of Temporary positions to Part-Time (Non-Career) positions.
4. Approve the City Position Summary.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2022-03. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Years (FY) 2021/22.

Recommendation: That the HA:

1. Adopt Resolution No. HA 2022-03. A resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the revised operating and capital budget for Fiscal Years 2021/22.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF MINUTES OF JAN 18, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CLOSED SESSION MINUTES OF FEB 1, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - REGULAR MEETING MINUTES OF FEB 1, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

- B.5. MINUTES - CLOSED SESSION MINUTES OF FEB 15, 2022 4:30 PM (See A.5)

Recommendation: Approve as submitted.

- B.6. PURSUANT TO A LANDOWNER PETITION, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) (RESO. NOS. CSD 2022-04 - CSD 2022-11) (Report of: Financial & Management Services)

Recommendations: That the CSD

1. Adopt Resolution No. 2022-04, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) and approving an amended map for said District (Amendment No. 1) (Darrin Keith Hammond, located at 15510 Arobles Ct.).
2. Adopt Resolution No. 2022-05, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) and approving an amended map for said District (Amendment No. 2) (Nancy Reyes, located at 23574 Lake Valley Dr.).
3. Adopt Resolution No. 2022-06, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) and approving an amended map for said District (Amendment No. 3) (Yum Yum Donut Shops, Inc., located on the northwest corner of Alessandro Blvd. and Day St.).
4. Adopt Resolution No. 2022-07, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community

Facilities District No. 2021-01 (Parks Maintenance) and approving an amended map for said District (Amendment No. 4) (Ruben Garcia Tule, located at 13625 Sylmar Dr.).

5. Adopt Resolution No. 2022-08, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) and approving an amended map for said District (Amendment No. 5) (Judith Teresa Florido & David Daniel Sequeira, located at 14780 Alba Way).
6. Adopt Resolution No. 2022-09, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) and approving an amended map for said District (Amendment No. 6) (Arturo Hernandez Rojas, located at 23610 David Ln.).
7. Adopt Resolution No. 2022-10, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) and approving an amended map for said District (Amendment No. 7) (Moreno Valley, CA (27140 Eucalyptus) LLC, located at 27160 Eucalyptus Ave.).
8. Adopt Resolution No. 2022-11, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) and approving an amended map for said District (Amendment No. 8) (Martin Cabrera & Ulises Cabrera, located at 24668 Goya Ave.).

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF MINUTES OF JAN 18, 2022 6:00 PM
(See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CLOSED SESSION MINUTES OF FEB 1, 2022 5:00 PM (See
A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - REGULAR MEETING MINUTES OF FEB 1, 2022 6:00 PM (See
A.4)

Recommendation: Approve as submitted.

- C.5. MINUTES - CLOSED SESSION MINUTES OF FEB 15, 2022 4:30 PM (See
A.5)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF MINUTES OF JAN 18, 2022 6:00 PM
(See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CLOSED SESSION MINUTES OF FEB 1, 2022 5:00 PM (See
A.3)

Recommendation: Approve as submitted.

- D.4. MINUTES - REGULAR MEETING MINUTES OF FEB 1, 2022 6:00 PM (See
A.4)

Recommendation: Approve as submitted.

- D.5. MINUTES - CLOSED SESSION MINUTES OF FEB 15, 2022 4:30 PM (See
A.5)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - REGULAR MEETING OF MINUTES OF JAN 18, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - CLOSED SESSION MINUTES OF FEB 1, 2022 5:00 PM (See A.3)

Recommendation: Approve as submitted.

- E.4. MINUTES - REGULAR MEETING MINUTES OF FEB 1, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

- E.5. MINUTES - CLOSED SESSION MINUTES OF FEB 15, 2022 4:30 PM (See A.5)

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. THIRD PUBLIC HEARING REGARDING THE DECENNIAL CITY COUNCIL REDISTRICTING PROCESS BASED ON RECENTLY RELEASED 2020 US CENSUS POPULATION DATA FOR THE CITY OF MORENO VALLEY (Report of: City Attorney)

Recommendations: That the City Council:

1. Receive a presentation from the City's redistricting consultants

regarding proposed redistricting maps;

2. Conduct the third of four public hearings regarding the adjustment of City Council District boundaries in light of the 2020 Census, pursuant to Elections Code Sections 21601-21609; and
3. Provide feedback, if any, regarding potential adjustments to the maps.

Interim City Attorney Steven Quintanilla introduced Chris Skinnell of Nielsen Merksamer Parrinello Gross & Leoni LLP Partners.

Mr. Skinnell presented the 2020 Census Introduction to Redistricting PowerPoint.

Council Member Marquez asked if the future growth within District 3 is accounted for when preparing these map.

Mr. Skinnell responded in the negative, explaining that due to restraint this cannot be included at this time.

Council Member Marquez asked how much time would be required to draw maps that include future growth. Or when would be a better time to design said maps.

Mr. Skinnell alluded to the elections code, which permits for a mid-decade redistricting. Stating that otherwise, the redistricting would occur during the next redistricting cycle in 2030.

Council Member Marquez asked if a boundary line is moved within the Rancho Belago area does it affect the residents in anyway.

Mr. Skinnell responded to the potential impact this would have on neighboring districts.

Interim City Attorney Steven Quintanilla commented on Council Member Marquez's question; affirming that redistricting boundaries would not affect the names of certain communities or neighborhoods.

Council Member Marquez asked Interim City Attorney Steven Quintanilla if communities would be affected should they be split into two separate districts.

Interim City Attorney Steven Quintanilla responded in the negative. The community association would not be affected.

Council Member Cabrera thanked Chris for the presentation. Reiterated the reasoning for the redistricting is in correlation to the Census. Asked Chris, other than redistricting in 5 or 10 years when could the City Council initiate boundary line changes.

Mr. Skinnell responded in the negative; due to legislative constraints.

Mayor Gutierrez clarified with Mr. Skinnell that the existing maps meet the criterion for Federal criteria, Fair maps act, and traditional criteria.

Mr. Skinnell responded in the affirmative.

Mayor Gutierrez opened the Public Testimony at 7:15 p.m.

George Hague Urged Council to support democracy and instate a Council of seven members.

Susan Zeitz

1. Concurred with the comments made by George Hague.
2. Urged Council to place a ballot measure for the November election in order to add more districts.
3. Informed Council she has submitted boundary maps.

David Zeitz

1. Informed Council he has reviewed some of the boundary maps. Suggested a separate district be created for animal keeping area in one district.
2. Appreciated how the public is allowed to submit their ideas.

Roy Bleckert

1. Recounted that the current district map was a correction of a map that instated in 2011.
2. Affirmed his support for the current boundaries.

Louise Palomares

1. Affirmed her support for the current boundaries.
2. Expressed opposition of the comments made by Council Member Cabrera, Council Member Marquez, George Hague, and Susan and David Zeitz.

Don Martin

1. Affirmed his support for the current boundaries.
2. Urged Council to efficiently work their current districts.

David Lara Tellez

1. Expressed opposition of the comments made by Council Member Cabrera at the February 15, 2022 meeting.
2. Affirmed his support for the current boundaries.
3. Critical of Council Member Cabrera.

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)

Council Member Delgado reported on the March Joint Powers Commission meeting held on February 23rd. The Air Force has committed to relocating the KC-46 aerial refueling mission to March ARB, essentially BRAC-proofing the Base for decades. We also learned that the March Inland Port airport will be receiving a grant of almost 1 million dollars for capital improvements! Finally, we heard an update about the March Field Air Museum, which will be receiving an F-16 soon. I'm excited to share that the Museum will be hosting a symposium for the SR-71 Blackbird reconnaissance plane over the weekend of April 2nd, and the next air show will be scheduled for sometime in 2023.

Riverside County Habitat Conservation Agency (RCHCA)

None

Riverside County Transportation Commission (RCTC)

Council Member Delgado reported on the February 28th meeting of the RCTC Programs and Projects Committee meeting, the Committee approved agreements for the upgrade of tracks at the Moreno Valley/March Field Metrolink Station as well as expansion of the boarding platform at the station. The item will go to the Commission for final action.

Riverside Transit Agency (RTA)

Council Member Marquez reported on the March 24th RTA Board of Directors meeting, the Board received the following reports: Ridership in January 2022 increased 45% versus January 2021, and on-time performance in January 2022 was 91% compared to 88% in December 2021. The Board approved a

construction contract for the Vine Street Mobility Hub project.

Western Riverside Council of Governments (WRCOG)

None

Western Riverside County Regional Conservation Authority (RCA)

None

School District/City Joint Task Force

None

I.2. CITY MANAGER'S REPORT

City Manager Lee reported on the upcoming CRC job fair occurring on March 3rd at the Conference and Recreation Center. Announced the free drive-thru Shred event on March 26, from 8a-12p at the City Yard.

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. Announced a meet and greet for district 3 residents in April.
2. Will make a public announcement of the November 2021 Brown act violation that will be posted on the Press Enterprise.
4. Asked about the future Moreno Beach interchange closure dates.

Michael Lloyd, P.E. Public Works Director/City Engineer announced the tentative closure dates are March 18 and 19.

Council Member Cabrera

1. Thanked the members of the public and staff for lighting the City "M" in the Ukraine colors, to express solidarity.
2. Acknowledge the strong leadership of Ukraine.
3. Announced the opening of the new Santiago Park with state-of-the-art equipment.
4. Thanked the constraints of District 4 for inviting him to their Feb 19 neighborhood watch meeting. Thanked the Sheriffs for attending.
5. Recounted his experience during a ride along with Commercial

Enforcement Team.

6. Thanked MVUSD and School Board for their Black History Month drive thru celebration at Vista De Lago High School.
7. Was proud of the Community Demonstration Garden event on February 23rd.

Council Member Delgado

1. Concurred with Council Member Cabrera's comments of the Community Garden.
2. Met with Connie King of the Black Resource American Directory whom is in the process of gifting youth with Computers.
3. Attended the 10th Annual Reading 3rd Grade reading festival hosted by the MVUSD.
4. Work release program has resumed, inmates are now cleaning our streets on the weekends.
5. Recounted attending a neighborhood watch meeting in District 2.
6. Expressed being proud to represent the City on various boards for the City.
7. Encouraged everyone to be kind to one another.
8. Expressed support for the Ukrainian people.
9. Encouraged everyone to be kind to one another.

Mayor Gutierrez

1. Concurred with Council Member Delgado for the heartbreaking situation in Ukraine. Thanked Council Members Delgado for suggesting that we light the "M" in the Ukraine flag colors, to express solidarity.
2. Announced his upcoming virtual Townhall scheduled for March 2nd.
3. Announced the passing of long time March Joint Powers Authority employee Ms. Dolores D. Megerson.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:55 p.m. on behalf of Dolores D. Megerson.

PUBLIC INSPECTION

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

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

business hours.

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:54 PM.

Submitted by:

Paul D. Bradvica
 Deputy City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

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

**MINUTES
CITY COUNCIL SPECIAL MEETING (CLOSED SESSION) OF THE CITY OF
MORENO VALLEY
March 8, 2022**

Minutes Acceptance: Minutes of Mar 8, 2022 5:00 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**

**SPECIAL MEETING (CLOSED SESSION) – 5:00 PM
March 8, 2022**

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, and Housing Authority was called to order at 5:00 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

ROLL CALL

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

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

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

Minutes Acceptance: Minutes of Mar 8, 2022 5:00 PM (CONSENT CALENDAR-CITY COUNCIL)

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in City Manager's Conference Room, Second Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session. The Closed Session was held pursuant to Government Code:

City Attorney announced that pursuant to Government Code Section 54956.9(d)(2), as listed on the Closed Session agenda as Item No. 1, we will be discussing one situation; does not anticipate having anything to report out of Closed Session.

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

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

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:26 PM.

Submitted by:

Paul D. Bradvica
 Deputy City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

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

**MINUTES
CITY COUNCIL SPECIAL MEETING OF THE CITY OF MORENO VALLEY
March 24, 2022**

Minutes Acceptance: Minutes of Mar 24, 2022 4:00 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**

**SPECIAL MEETING – 4:00 PM
March 24, 2022**

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 and the Board of Library Trustees was called to order at 4:00 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Gutierrez.

ROLL CALL

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

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

INTRODUCTIONS

Minutes Acceptance: Minutes of Mar 24, 2022 4:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Staff:	Paul Bradvica Steven Quintanilla Mike Lee Brian Mohan Ben Kim Manuel Mancha Michael Lloyd Donna Meester Sam Morovich Jesse Park	Deputy City Clerk Interim City Attorney City Manager Assistant City Manager, Chief Financial Officer, City Treasurer, Acting City Clerk Assistant City Manager, Development Services Community Development Director Public Works Director/City Engineer Parks & Community Services Deputy Director Lt. Administration Fire Chief
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PUBLIC COMMENTS ON ANY SUBJECT ON OR NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

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

Roy Bleckert

1. Recounted the 2013 consensus of a one-cent sales tax.
2. Commented on the present day fifty-cent gas tax; asked Council to be mindful of this before considering approving an additional one-cent tax increase.

JoAnn Stephan

1. Opposed to the Measure G one-cent tax increase.
2. Concurred with the comments made by Roy Bleckert.
3. Being that the voters voted in favor of the one-cent tax, JoAnn urged Council to spend the funds appropriately.
4. Commented on the confusion surrounding the Utilities tax.

Louise Palomarez

1. In support of Measure G so long as the funds are used towards causes such as public safety, homelessness, and gang rehabilitation.
2. Assured Council she would monitor the expenses paid by Measure G funds.
3. Urged Council to accept the General plan.
4. Announced receiving calls about the soon to be built Nason center shopping center.

Elena Baca Santa Cruz

1. Asked Council to provide a progress report for Measure G expenditures. Encouraged Council to use the Measure G funds to purchasing a new fire

- truck, salaries, and/or more boots on the ground.
2. Requested a detailed expenditure report for Measure G.

Tom Gerele

1. In agreement with Louise Palomarez; moving forward with the general plan.
2. In support of Measure G.
3. Concurred with the comments made by Elena Baca Santa Cruz.

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

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. ANNUAL PROGRESS REPORT AS REQUIRED BY GOVERNMENT CODE 65400 (Report of: Community Development)

Recommendations:

1. Approve Resolution No. 2022-23, approving the General Plan Annual Progress Report and directing staff to submit the report to the State Office of Planning and Research and the State Department of Housing and Community Development by April 1, 2022.

Council Member Cabrera highlighted a few of the projects included in the General Plan. The Eastend of town's new 56 acres Town Center, which is a public-private partnership with the City of Moreno Valley and the Lewis Company. Announced the Moreno Valley Mall renovation project. Existed to see the water park development.

- A.3. EXECUTION OF ORDINANCE IMPLEMENTING MEASURE G PASSED AND ADOPTED BY THE PEOPLE OF THE CITY OF MORENO VALLEY AT A SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 2, 2021 (Report of: City Attorney)

Recommendation:

That the City Council authorize the Mayor to sign the ordinance implementing Measure G that was passed and adopted the People of the City of Moreno Valley at a special municipal election held and

conducted with the consolidated general election held on November 2, 2021.

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

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 4:18 p.m.

PUBLIC INSPECTION

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

Any written information related to a special 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 24 hours prior to this meeting will be made available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 4:18 PM.

Submitted by:

Paul D. Bradvica
 Deputy City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

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



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: April 19, 2022

TITLE: PAYMENT REGISTER - FEBRUARY 2022

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. February 2022 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/08/22 2:25 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/12/22 12:26 PM



City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022

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	32827	02/07/2022	MVUS220131	CONSULTING SVCS-MV UTILITIES	\$29,000.00
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$275,116.43
BOGH ENGINEERING INC.	32835	02/07/2022	10	JUAN BAUTISTA DE ANZA TRAIL	\$357,988.17
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$1,513,898.87
BRIGHTVIEW LANDSCAPE SERVICES, INC.	32981	02/22/2022	7760645	LANDSCAPE MAINT-ZONE M-CIP	\$50,204.41
		02/22/2022	7720078	LANDSCAPE MAINT-ZONE D-CIP	
		02/22/2022	7720076	LANDSCAPE MAINT-ZONE D-CIP	
		02/22/2022	7720075	LANDSCAPE MAINT-ZONE D-CIP	
Remit to: PASADENA, CA					<u>FYTD:</u> \$463,215.27
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	32982	02/22/2022	83505	RESOURCE ADEQUACY-JAN 2022/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					<u>FYTD:</u> \$843,200.00

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CHARLES ABBOTT ASSOCIATES, INC	32928	02/14/2022	63640	PLAN CHECK SVCS-NPDES/SWMP-DECEMBER 2021	\$31,097.50
		02/14/2022	63635	PLAN CHECK SVCS-TR37909/PEN20-0063	
		02/14/2022	63636	PLAN CHECK SVCS-NPDES/SWMP-DECEMBER 2021	
		02/14/2022	63642	PLAN CHECK SVCS-NPDES/SWMP-DECEMBER 2021	
		02/14/2022	63641	PLAN CHECK SVCS-NPDES/SWMP-DECEMBER 2021	
		02/14/2022	63639	PLAN CHECK SVCS-NPDES/SWMP-DECEMBER 2021	
		02/14/2022	63638	PLAN CHECK SVCS-NPDES/SWMP-DECEMBER 2021	
		02/14/2022	63634	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
	02/14/2022	63637	PLAN CHECK SVCS-NPDES/SWMP-DECEMBER 2021		
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$236,084.41
COUNTY OF RIVERSIDE	32825	02/03/2022	W220102	ERAP2-STATE GRANT DRAW REQ. #1	\$5,012,189.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,229,262.07
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	242966	02/14/2022	JAN 2022	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$36,327.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$260,842.87
EASTERN MUNICIPAL WATER DISTRICT	243005	02/22/2022	FEB 22 2/22/22	WATER CHARGES	\$96,436.44
		02/22/2022	JAN 22 2/22/22	WATER CHARGES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,570,234.12

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022

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	32941	02/14/2022	MFP-2022-44599	METER FEES-REGULAR	\$558,666.27
		02/14/2022	0402-MF-2620	SOLAR SYSTEM INSPECTION	
		02/14/2022	0402-MF-2615	SOLAR SYSTEM INSPECTION	
		02/14/2022	0402-MF-2619	SOLAR SYSTEM INSPECTION	
		02/14/2022	0402-MF-2621	SOLAR SYSTEM INSPECTION	
		02/14/2022	0402-MF-2616	SOLAR SYSTEM INSPECTION	
		02/14/2022	MVU-2022-44594	DISTRIBUTION CHARGES 12/20/21-1/20/22	
		02/14/2022	0402-MF-2618	SOLAR SYSTEM INSPECTION	
		02/14/2022	0402-MF-2617	SOLAR SYSTEM INSPECTION	
	32992	02/22/2022	40-501-2201	WA# 40-501-ACQUIRED SCE STREETLIGHTS MAINTENANCE	\$42,393.08
		02/22/2022	40-483A-04	WA# 40-483A-APOLLO IV APARTMENTS-49 UNITS	
		02/22/2022	40-485-03	WA# 40-485-DISTRIBUTION SYSTEM PLANNING UPDATE	
		02/22/2022	40-488A-03	WA# 40-488A-GAS SWITCH ALTERNATIVES CIP	
		02/22/2022	40-482B-02	WA# 40-482B-ASPEN HILLS 112 UNITS-TR 32142	
		02/22/2022	0402-MF-2623	SOLAR SYSTEM INSPECTION	
		02/22/2022	40-484A-04	WA# 40-484A-IRIS PARK 81 UNITS-TR 37909	
		02/22/2022	0402-MF-2626	SOLAR SYSTEM INSPECTION	
		02/22/2022	40-460B-03	WA# 40-460B-DR HORTON DEL SOL TRACT 31590-96 HOMES	
		02/22/2022	40-486-04	WA# 40-486-ITRON FIELD HARDWARE INSTALLATION-COMMISSIONING	
		02/22/2022	40-451B-05	WA# 40-451B-EUCALYPTUS AVE LINE EXTENSION	
		02/22/2022	40-441B-01	WA# 40-441B-IRIS AVE PEDESTRIAN CROSSING	
		02/22/2022	40-405B-04	WA# 40-405B-MORENO BEACH DR BRIDGE CROSSING	

Remit to: ANAHEIM, CA

FYTD: \$5,214,797.28

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022

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>
ENTERPRISE SOLUTIONS CONSULTING, LLC	32993	02/22/2022	MVU-2022-02	CONSULTING SVCS-MV UTILITIES	\$45,220.07
Remit to: WEBSTER, NY					<u>FYTD:</u> \$344,803.88
EXELON GENERATION COMPANY, LLC	32942	02/14/2022	782374	POWER PURCHASE 1/1-1/31/22	\$527,929.04
Remit to: CHICAGO, IL					<u>FYTD:</u> \$5,991,052.33
FALCON ENGINEERING SERVICES, INC.	32943	02/14/2022	2022-01	SR/60 MORENO BEACH IC PHASE 2	\$147,870.99
Remit to: CORONA, CA					<u>FYTD:</u> \$834,500.68

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
GREENTECH LANDSCAPE, INC.	32998	02/22/2022	52404	LANDSCAPE MAINT-ZONE 03-CIP	\$114,930.03
		02/22/2022	52396	LANDSCAPE MAINT-ZONE 07	
		02/22/2022	52397	LANDSCAPE MAINT-ZONE E-8	
		02/22/2022	52398	LANDSCAPE MAINT-ZONE 03A	
		02/22/2022	52405	LANDSCAPE MAINT-ZONE 03-CIP	
		02/22/2022	52463	LANDSCAPE MAINT-ZONES E-8, 03, 03A, 04, 05, 06 & 07	
		02/22/2022	52399	LANDSCAPE MAINT-ZONE 03-CIP	
		02/22/2022	52702	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	
		02/22/2022	52629	LANDSCAPE MAINT-ZONES E-8, 03, 03A, 04, 05, 06 & 07	
		02/22/2022	52536	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	
	33052	02/28/2022	52402	LANDSCAPE MAINT-ZONE 03 CIP	\$63,731.64
		02/28/2022	52749	LANDSCAPE MAINT-ZONE 03 CIP	
		02/28/2022	52401	LANDSCAPE MAINT-ZONE 03 CIP	
		02/28/2022	52751	LANDSCAPE MAINT-ZONE 03 CIP	
		02/28/2022	52748	LANDSCAPE MAINT-ZONE 03-CIP	
		02/28/2022	52585	LANDSCAPE MAINT-ZONE 01	
		02/28/2022	52403	LANDSCAPE MAINT-ZONE 03 CIP	
		02/28/2022	52583	LANDSCAPE MAINT-ZONE 03 CIP	
		02/28/2022	52584	LANDSCAPE MAINT-ZONE 01	
		02/28/2022	51834	LANDSCAPE MAINT-ZONES 08, E-7	
02/28/2022	52586	LANDSCAPE MAINT-ZONE 03A			
02/28/2022	52400	LANDSCAPE MAINT-ZONE 03			
02/28/2022	52750	LANDSCAPE MAINT-ZONE 03 CIP			

Remit to: LOS ANGELES, CA

FYTD: \$675,844.62

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022

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>
HABITAT FOR HUMANITY RIVERSIDE	32999	02/22/2022	CHR-25	HOME-CRITICAL HOME REPAIR PROGRAM-AUG 2021	\$59,793.18
		02/22/2022	CHR-27	HOME-CRITICAL HOME REPAIR PROGRAM-OCT 2021	
		02/22/2022	CHR-28	HOME-CRITICAL HOME REPAIR PROGRAM-NOV 2021	
		02/22/2022	MHR1920-22	MOBILE HOME REPAIR PROGRAM-OCT 2021	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$268,435.87
HF LOGISTICS SKX T2	243021	02/22/2022	001149-0004	REFUND-EROSION CONTROL SECURITY DEPOSIT/PA18-0254	\$45,625.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$45,625.00
ITRON, INC.	33004	02/22/2022	614270	AMI COLLECTORS SYSTEM	\$93,667.00
Remit to: LIBERTY LAKE, WA					<u>FYTD:</u> \$361,902.95
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV	243032	02/28/2022	2547	MEMBERSHIP DUES-RIVERSIDE COUNTY DIVISION-2022	\$38,435.00
		02/28/2022	641273	MEMBERSHIP DUES FOR CALENDER YEAR 2022	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$38,555.00

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



City of Moreno Valley
Payment Register
 For Period 2/1/2022 through 2/28/2022

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	32950	02/14/2022	96330	LANDSCAPE MAINT.-VETERANS MEMORIAL-JAN. 2022	\$33,425.67
		02/14/2022	96317	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JAN. 2022	
		02/14/2022	96333	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/FAY TO GENTIAN-JAN. 2022	
		02/14/2022	96334	LANDSCAPE MAINT.-AMPHITHEATER FACILITY-JAN. 2022	
		02/14/2022	96331	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-JAN. 2022	
		02/14/2022	96329	LANDSCAPE MAINT.-CITY HALL ANNEX-JAN. 2022	
		02/14/2022	96328	LANDSCAPE MAINT.-CITY HALL-JAN. 2022	
		02/14/2022	96327	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-JAN22	
		02/14/2022	96325	LANDSCAPE MAINT.-SENIOR CENTER-JAN. 2022	
		02/14/2022	96324	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-JAN. 2022	
		02/14/2022	96323	LANDSCAPE MAINT.-LIBRARY-JAN. 2022	
		02/14/2022	96321	LANDSCAPE MAINT.-CITY YARD-JAN. 2022	
		02/14/2022	96309	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-JAN. 2022	
		02/14/2022	96335	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-JAN. 2022	
		02/14/2022	95921	LANDSCAPE MAINT.-AMPHITHEATER FACILITY-OCT. PRORATED & NOV. 2021	
		02/14/2022	96318	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-JAN. 2022	
		02/14/2022	96310	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-JAN. 2022	
		02/14/2022	96311	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-JAN. 2022	
		02/14/2022	96312	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-JAN22	
		02/14/2022	96316	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JAN. 2022	
		02/14/2022	96313	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-JAN. 2022	



**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	32950	02/14/2022	96319	LANDSCAPE MAINT.-ANIMAL SHELTER-JAN. 2022	\$33,425.67
		02/14/2022	96314	LANDSCAPE MAINT.-NORTH AQUEDUCT-JAN. 2022	
		02/14/2022	96315	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JAN. 2022	
		02/14/2022	96320	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-JAN. 2022	
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$421,329.49
MORENO VALLEY UTILITY	242930	02/07/2022	FEB-22 2/7/22	ELECTRICITY CHARGES FOR PERIOD 12/20-01/20/22	\$87,214.87
Remit to: HEMET, CA					<u>FYTD:</u> \$797,198.75
MUSCO SPORTS LIGHTING, LLC	32874	02/07/2022	359977	INSTALLATION BILLING FOR LED LIGHTING RETROFIT AT MORRISON PARK	\$119,282.87
		02/07/2022	359518	MATERIALS FOR LED LIGHTING RETROFIT AT MORRISON PARK	
Remit to: OSKALOOSA, IA					<u>FYTD:</u> \$609,761.95
ORACLE AMERICA	33061	02/28/2022	100178214	ORACLE UTILITIES CUSTOMER CLOUD SERVICES 11/14/21-2/13/22	\$75,411.95
Remit to: REDWOOD SHORES, CA					<u>FYTD:</u> \$226,213.64
PERMA	32956	02/14/2022	2021 ASSESSMENT	2021 ASSESSMENT AGREEMENT	\$850,279.00
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$2,455,888.25
PERS HEALTH INSURANCE	33086	02/10/2022	220201J	PERS HEALTH INSURANCE 02-2022	\$268,803.23
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$545,026.82

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

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>
SHELL ENERGY NORTH AMERICA (US) L.P.	33022	02/22/2022	2761510	RESOURCE ADEQUACY-M.V. UTILITY/JAN. 2022	\$61,000.00
Remit to: PHILADELPHIA, PA					FYTD: \$61,000.00
SOUTHERN CALIFORNIA EDISON	242979	02/14/2022	355556776/JAN-22	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	\$76,706.76
		02/14/2022	559238386/JAN-22	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
		02/14/2022	JAN-22 2/14/22	ELECTRICITY CHARGES	
		02/14/2022	395913224/DEC-21	ELECTRICITY CHARGES	
		02/14/2022	498683714/JAN-22	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		02/14/2022	435293103/JAN-22	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		02/14/2022	431591238/JAN-22	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		02/14/2022	282492235/JAN-22	ELECTRICITY-FERC CHARGES/MVU	
		02/14/2022	433869021/JAN-22	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		02/14/2022	570511709/JAN-22	IFA CHARGES-SUBSTATION	
	242980	02/14/2022	7501333704	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-DEC. 2021	\$42,826.26
		02/14/2022	7501333722	WDAT CHARGES-MVU/IRIS AVE.-DEC. 2021	
		02/14/2022	7501333727	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-DEC. 2021	
		02/14/2022	7501333730	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-DEC. 2021	
		02/14/2022	7501333726	WDAT CHARGES-MVU/FREDERICK AVE.-DEC. 2021	
		02/14/2022	7501333725	WDAT CHARGES-MVU/NANDINA AVE.-DEC. 2021	
		02/14/2022	7501333724	WDAT CHARGES-MVU/GLOBE ST.-DEC. 2021	
		02/14/2022	7501333723	WDAT CHARGES-MVU/GRAHAM ST.-DEC. 2021	
	243013	02/22/2022	JAN-22 2/22/22	ELECTRICITY CHARGES	\$30,005.71
Remit to: ROSEMEAD, CA					FYTD: \$1,333,995.29

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



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Payment Register
For Period 2/1/2022 through 2/28/2022**

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>
SPECTRUM CONSTRUCTION GROUP INC.	32897	02/07/2022	103	CITYWIDE PAVEMENT REHAB FY 20/21	\$35,910.00
	33069	02/28/2022	104	CITYWIDE PAVEMENT REHABILITATION PROGRAM (FY 2020/21)	\$173,503.01
		02/28/2022	6	SR/60 MORENO BEACH IC PHASE 2	
Remit to: IRVINE, CA					FYTD: \$3,069,889.92
STATE WATER RESOURCES CONTROL BOARD	242982	02/14/2022	SW-0223109	21/22 NPDES ANNUAL PERMIT FEE-FAC ID: 8 33M1000260, INDEX 462526	\$61,833.00
Remit to: SACRAMENTO, CA					FYTD: \$63,899.00
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	32899	02/07/2022	OCTOBER 2021	LEGAL SERVICES 10/1 TO 10/31/21	\$75,792.90
	33070	02/28/2022	NOVEMBER 2021	LEGAL SERVICES 11/1 TO 11/30/21	\$73,269.50
Remit to: PALM SPRINGS, CA					FYTD: \$564,571.11
TENASKA ENERGY, INC	32963	02/14/2022	MOREN0005759003	RENEWABLE ENERGY-MV UTILITY	\$63,448.00
	33072	02/28/2022	MOREN0020220222	ELECTRICITY POWER PURCHASE-MV UTILITY	\$453,652.64
Remit to: ARLINGTON, TX					FYTD: \$4,406,943.74
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	32965	02/14/2022	202202	FEBRUARY 2022 RETIREE MEDICAL BENEFIT BILLING	\$51,622.60
Remit to: TEMECULA, CA					FYTD: \$402,693.17
U.S. BANK NA	32824	02/02/2022	W220201	FUND TRANFER FROM LAIF TO US BANK	\$10,000,000.00
Remit to: ST. PAUL, MN					FYTD: \$30,002,500.00

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



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Payment Register
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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>
WASTE MANAGEMENT	242987	02/14/2022	013122	SOLID WASTE PASS THRU, LESS FRANCHISE FEES	\$821,807.89
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$897,821.03
WELLS FARGO CORPORATE TRUST	33085	02/16/2022	W220205	DEBT SERVICE-CFD NO. 87-1 2007, TOWNGATE, CFD NO. 1 & CFD NO. 7	\$258,505.13
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,274,234.19
WEST COAST ARBORISTS, INC.	32972	02/14/2022	181422	TREE TRIMMING/REMOVAL SERVICES - ZONE M	\$66,294.00
		02/14/2022	181328	TREE TRIMMING/REMOVAL SERVICES - ZONE 01	
		02/14/2022	182147	TREE TRIMMING SERVICES - NPDES WQB	
		02/14/2022	182132	TREE REMOVAL SERVICES - ZONE 03	
		02/14/2022	181862	TREE TRIMMING/REMOVAL SERVICES - ZONE E-7	
		02/14/2022	181487	TREE TRIMMING/REMOVAL SERVICES - ZONE 01A	
		02/14/2022	181333	TREE REMOVAL SERVICES - ZONE 04	
		02/14/2022	181331	TREE TRIMMING/REMOVAL SERVICES - ZONE S	
		02/14/2022	181327	TREE TRIMMING SERVICES - ZONE E-7	
	02/14/2022	181855-A	TREE TRIMMING/REMOVAL SERVICES - ZONE D		
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$294,651.00
WILLDAN ENGINEERING	32909	02/07/2022	002-25817	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.-DEC21	\$96,146.00
		02/07/2022	002-25533	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.-NOV21	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$445,718.74
WILMINGTON TRUST	33087	02/24/2022	W220206	DEBT SERVICE-STONERIDGE CFD NO. 5	\$235,339.27
Remit to: WILMINGTON, DE					<u>FYTD:</u> \$458,986.95

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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>
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TOTAL AMOUNTS OF \$25,000 OR GREATER					\$21,568,984.33
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Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

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>
A. M. BEST COMPANY, INC	32921	02/14/2022	3655194	2021 BEST KEY RATING GUIDE	\$188.23
Remit to: PHILADELPHIA, PA					FYTD: \$828.23
ACCO ENGINEERED SYSTEMS, INC	243049	02/28/2022	20215660	HVAC PREV. MAINTENANCE-ANNEX 1	\$3,362.50
		02/28/2022	20213876	HVAC PREV. MAINTENANCE-ANIMAL SHELTER	
Remit to: PASADENA, CA					FYTD: \$3,362.50
ADAMS, FELISHA	242993	02/14/2022	241400	STATE DATED CHECK REISSUE-CK#241400	\$57.50
Remit to: MORENO VALLEY, CA					FYTD: \$57.50
ADOPT A HIGHWAY LITTER REMOVAL SERVICE OF AMERICA	32828	02/07/2022	205970	HWY 60 WB	\$1,144.00
		02/07/2022	206006	NORTH PERRIS/ALESSANDRO	
		02/07/2022	206005	SOUTHBOUND PIGEON PASS/COUGAR CANYON	
		02/07/2022	206004	NORTH HEACOCK/ATWOOD	
Remit to: ENCINITAS, CA					FYTD: \$6,864.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	33034	02/28/2022	51636	ICE MACHINE REPLACEMENT-PUBLIC SAFETY BLDG.	\$14,252.93
		02/28/2022	51657	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 91	
		02/28/2022	51638	ICE MACHINE FILTER-PUBLIC SAFETY BLDG.	
		02/28/2022	51608	ICE MACHINE REPAIR-FIRE STATION 48	
		02/28/2022	51659	ICE MACHINE REPAIR-FIRE STATION 48	
		02/28/2022	51656	ICE MACHINE REPAIR-FIRE STATION 91	
Remit to: RIVERSIDE, CA					FYTD: \$29,248.63
AGUILLON, SANDRA	243045	02/28/2022	R22-162505	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00

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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>
AHUMADA, JOSE LUIS	242940	02/07/2022	C26906	REFUND-ADMIN CITATION-OVERPAYMENT	\$300.00
Remit to: WHITTIER, CA					<u>FYTD:</u> \$300.00
AIR EXCHANGE INC	33035	02/28/2022	91606421	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$1,676.12
Remit to: FAIRFIELD, CA					<u>FYTD:</u> \$4,473.17
AIRESPRING INC.	32973	02/22/2022	157075875	LOCAL/LONG DISTANCE CALLS & INTERNET SVC-FEB 22	\$2,806.43
Remit to: VAN NUYS, CA					<u>FYTD:</u> \$22,440.08
ALBA CARE SERVICES, INC	242941	02/07/2022	BL#ALBA C-YR2022	REFUND OF OVERPAYMENT FOR ALBA CARE SERVICES	\$1,134.64
Remit to: CHULA VISTA, CA					<u>FYTD:</u> \$1,134.64
ALL AMERICAN ASPHALT, INC.	32919	02/11/2022	W220204	RETENTION PAYABLE DEP-ESCROW DEP NO. 2716	\$18,598.21
Remit to: CORONA, CA					<u>FYTD:</u> \$371,964.26
ALLIANT INSURANCE SERVICES, INC.	32974	02/22/2022	4TH QTR 2021	SPECIAL EVENT INSURANCE (OCT-DEC 2021 PREMIUMS)	\$6,321.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$15,887.00
AM CONSERVATION GROUP INC	243002	02/22/2022	CI_00480	LIVINGWISE PROGRAM-MV UTILITIES	\$1,148.12
Remit to: CHICAGO, IL					<u>FYTD:</u> \$1,148.12
AMERICAN FORENSIC NURSES	32922	02/14/2022	75577	PHLEBOTOMY SVCS	\$556.54
		02/14/2022	75576	PHLEBOTOMY SVCS	
	32975	02/22/2022	75636	PHLEBOTOMY SVCS	\$61.22
	33036	02/28/2022	75692	PHLEBOTOMY SVCS	\$734.64
		02/28/2022	75691	PHLEBOTOMY SVCS	
		02/28/2022	75693	PHLEBOTOMY SVCS	
Remit to: LA QUINTA, CA					<u>FYTD:</u> \$19,604.59

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AMERICAN HOMES 4 RENT PROPERTIES FIVE, LLC	242942	02/07/2022	BL#35897-YR2022	REFUND OF OVERPAYMENT FOR BL#35897	\$65.00
Remit to: CALABASAS, CA					FYTD: \$65.00
AMTECH ELEVATOR SERVICES	32829	02/07/2022	151400668161	ELEVATOR ROUTINE MAINT-EOC-FEB 2022	\$150.00
	32976	02/22/2022	151400668160	ELEVATOR ROUTINE MAINT-CITY HALL-FEB 2022	\$145.00
Remit to: PASADENA, CA					FYTD: \$2,150.00
ANDREWS, JEFFERY	242933	02/07/2022	2/14 - 2/17/22	TRAVEL PER DIEM-CA. ROBBERY INVESTIGATORS ASSOC. TRAINING CONF.	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$913.63
ANIMAL PEST MANAGEMENT SERVICES, INC.	32830	02/07/2022	637741	PEST MANAGMENT SERVICE-MV UTILITY-JAN 2022	\$99.44
Remit to: CHINO, CA					FYTD: \$15,455.84
ANTELOPE EXPANSION 3A, LLC	32977	02/22/2022	OCTOBER-21	RENEWABLE ENERGY-MV UTILITY-OCT 2021	\$1,361.84
Remit to: SALT LAKE CITY, UT					FYTD: \$451,361.84
APPLE ONE EMPLOYMENT SERVICES	32831	02/07/2022	S8872098	OFFICE ASSISTANT-11/22-12/21/21-M. DAVIS	\$3,404.91
Remit to: GLENDALE, CA					FYTD: \$34,645.08
ARCHITERRA DESIGN GROUP	32832	02/07/2022	29111	CONCEPTUAL DESIGN OF AMPHITHEATER 11/25-12/24/21	\$20,918.03
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$32,176.22
ARGUETA, HELENA	242994	02/14/2022	R22-162241	ANIMAL SERVICES REFUND-RETURN OWNER RECLAIM FEES	\$120.46
Remit to: MORENO VALLEY, CA					FYTD: \$120.46

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ARIA MANAGEMENT LLC	32978	02/22/2022	MARCH 2022	LEASE PAYMENT-LIBRARY-MARCH 2022	\$11,666.97
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$46,667.88
ARNOLD, DELOISE	242943	02/07/2022	C23201	REFUND-ADMIN CITATION-OVERPAYMENT	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
ARP 2014-1 BORROWER, LLC	242944	02/07/2022	BL#ARP201-YR2022	REFUND OF OVERPAYMENT FOR BL#31713 & 31706	\$130.00
Remit to: CALABASAS, CA					<u>FYTD:</u> \$130.00
ASSISTANCE LEAGUE OF RIVERSIDE	32979	02/22/2022	NOVEMBER 2021	OPERATION SCHOOL BELL PROGRAM 21/22	\$7,424.66
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$22,714.81
ASUNCION, JHONALEE	33037	02/28/2022	3/8 - 3/10/22	TRAVEL PER DIEM - 2022 CPRS CONFERENCE & EXPO	\$146.63
Remit to: ONTARIO, CA					<u>FYTD:</u> \$146.63
AT AWE CONGREGATE LIVING HEALTH FACILITY	242945	02/07/2022	BL#39567-YR2022	REFUND OF OVERPAYMENT FOR BL#39567	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
AVANT GARDE	32923	02/14/2022	7367	HOME PROGRAM MANAGEMENT-NOV 2021	\$220.00
	33038	02/28/2022	7427	HOME HABITAT FOR HUMANITY-DEC 2021	\$743.75
Remit to: POMONA, CA					<u>FYTD:</u> \$14,741.25
BAKER, JOSEPH	33039	02/28/2022	3/8 - 3/10/22	TRAVEL PER DIEM - 2022 CPRS CONFERENCE & EXPO	\$146.63
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$146.63
BARTHA, BRIGITTA	32833	02/07/2022	2/16 - 2/18/22	TRAVEL PER DIEM & MILEAGE - CSMFO ANNUAL CONFERENCE	\$270.41
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$270.41

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BELECHE, MOISES	32980	02/22/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
BERMUDEZ, KIMBERLY	242963	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
BERNARDO, ALEJANDRA	242995	02/14/2022	R22-162367	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$39.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$39.00
BISHOP, PETER	242946	02/07/2022	144118	REFUND-OVERPAYMENT-REAL ESTATE DEM AND LIEN REL FEES	\$159.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$159.00
BMW MOTORCYCLES OF RIVERSIDE	32834	02/07/2022	6029309	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,816.56
	33040	02/07/2022	6029304	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		02/28/2022	6029447	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,812.35
		02/28/2022	6029442	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		02/28/2022	6029500	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$33,443.14

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BOX SPRINGS MUTUAL WATER COMPANY	242924	02/07/2022	36-1 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$440.90
		02/07/2022	1088-1 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	1084-1 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	1087-1 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	189-13 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	331-1 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	80-4 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	204-9 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	45-4 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	721-1 1/25/22	WATER USAGE-TOWNGATE JAN 2022	
		02/07/2022	195-5 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	1085-1 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		02/07/2022	1086-1 1/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
Remit to: MORENO VALLEY, CA					FYTD: \$3,863.46
BOY SCOUTS OF AMERICA	242996	02/14/2022	2002518.047	CRC REFUND DEPOSIT	\$524.10
Remit to: REDLANDS, CA					FYTD: \$524.10

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BREWSTER, RODMAN	242964	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
BRIDGEPAY NETWORK SOLUTIONS	32924	02/14/2022	9359	CREDIT CARD GATEWAY SVCS-FEB 2022	\$28.60
Remit to: ALTAMONTE SPRINGS, FL					FYTD: \$171.90
BRIGHTLIFE DESIGNS LLC	243023	02/22/2022	1319	MAINT & REPAIRS-HOLIDAY DECORATIONS & LIGHTING SVCS	\$646.50
Remit to: HUNTINGTON BEACH, CA					FYTD: \$646.50
BRIGHTVIEW LANDSCAPE SERVICES, INC.	32836	02/07/2022	7707814	LANDSCAPE MAINT-ZONES D, S, 09, 01H, 01K & LM-02A	\$4,033.80
	32925	02/14/2022	7683579	LANDSCAPE MAINT-ZONES D, M, S, 09, 01G, 01H, 01K & 02A	\$19,955.57
Remit to: PASADENA, CA					FYTD: \$463,215.27
CAMERON-DANIEL, P.C.	32837	02/07/2022	1278	LEGAL SERVICES-MV UTILITY	\$1,540.00
	32983	02/22/2022	1272	LEGAL SERVICES-MV UTILITY	\$1,925.00
Remit to: SEBASTOPOL, CA					FYTD: \$26,070.00
CANAL ALARM DEVICES, INC.	243025	02/28/2022	SI-638826	FLOCK SAFETY WING PROJECT-TS	\$772.02
Remit to: RONKONKOMA, NY					FYTD: \$772.02
CANYON SPRINGS LITTLE LEAGUE	243019	02/22/2022	2002530.047	COTTONWOOD CENTER REFUND DEPOSIT	\$209.60
Remit to: MORENO VALLEY, CA					FYTD: \$209.60
CASTANEDA, ESMERALDA LOPEZ	242965	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00

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CASTILLO-GARCIA, MICHAEL JORRIS	32838	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
CATHYJON ENTERPRISES, INC. DBA HB STAFFING	32926	02/14/2022	910555976	C. FERREL-7/15-/25/21 -CODE	\$7,044.32
		02/14/2022	910556208	S. CORRALES-8/02-8/15/21-CITY CLERK	
		02/14/2022	910555862	C. FERREL-7/12-/18/21 -CODE	
		02/14/2022	910555381	C. FERREL-6/21-7/4/21 -CODE	
		02/14/2022	910556089	S. CORRALES-7/26-8/01/21-CITY CLERK	
		02/14/2022	910557403	S. CORRALES-8/23-9/5/21-CITY CLERK	
		02/14/2022	910554744	S. CORRALES-5/10-5/23/21-CITY CLERK	
Remit to: HUNTINGTON BEACH, CA					FYTD: \$14,542.82
CHANCY, CHIZURU	243026	02/28/2022	FEB. 2022	INSTRUCTOR SERVICES-HULA & TAHITIAN DANCE CLASSES	\$58.20
Remit to: MORENO VALLEY, CA					FYTD: \$485.40
CHANDLER ASSET MANAGEMENT, INC	32927	02/14/2022	2201MORENOVA	INVESTMENT MANAGEMENT SVCS-JAN 2022	\$8,598.15
Remit to: SAN DIEGO, CA					FYTD: \$63,010.36
CHARGEPOINT, INC.	32984	02/22/2022	IN126051	MAINTENANCE & MANAGEMENT RENEWAL-4/18/22-1/28/24	\$10,440.00
Remit to: CAMPBELL, CA					FYTD: \$10,440.00
CHRIS ALAN VOGT DBA CAV CONSULTING	32839	02/07/2022	21014	PROJECT MANAGER CONSULTING SERVICES (CPD)	\$10,190.00
	33041	02/28/2022	21013	SENIOR ENGINEER CONSULTING SERVICES (LDD) - JAN. 2022	\$4,482.00
Remit to: RIVERSIDE, CA					FYTD: \$93,587.00

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CHRIS BALASINSKI DBA REF UNION	32929	02/14/2022	PST22R	REFEREES FOR M.V. PRE-SEASON TOURNAMENT AND REF ASSIGNING SVCS.	\$350.00
	32985	02/22/2022	MV22-1	REFEREES FOR YOUTH LEAGUE 1/22-2/12/22 AND REF ASSIGNING SVCS.	\$2,780.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$3,130.00
CINTAS CORPORATION NO. 2	32930	02/14/2022	4103762193	UNIFORM RENTAL & LAUNDERING SRVS FY 21/22	\$2,996.51
		02/14/2022	4104426631	UNIFORM RENTAL & LAUNDERING SRVS FY 21/22	
		02/14/2022	4105125263	UNIFORM RENTAL & LAUNDERING SRVS FY 21/22	
		02/14/2022	4107965695	FIRST AID KIT SUPPLIES-CONFERENCE AND REC. CTR/CHILDCARE	
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$15,643.03
CLARK LAND RESOURCES, INC.	32931	02/14/2022	CMV-1221	RIGHT OF WAY CONSULTING SERVICES	\$13,500.00
		02/14/2022	CMV-0122	RIGHT OF WAY CONSULTING SERVICES	
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$30,582.50
COATS, DAVID	32840	02/07/2022	JAN. 2022 ADDTL.	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$9.45
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,947.05
COLONIAL SUPPLEMENTAL INSURANCE	243027	02/28/2022	71330690301306	EMPLOYEE SUPPLEMENTAL INSURANCE	\$7,402.50
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$64,795.10
COPELAND, COLIESHA	243020	02/22/2022	R22-162493	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$83.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$83.00
CORODATA MEDIA STORAGE INC.	32932	02/14/2022	DS1300334	OFF-SITE MEDIA STORAGE-JAN 2022	\$402.64
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,285.78

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CORODATA RECORDS MANAGEMENT, INC.	32933	02/14/2022	RS4760824	RECORDS STORAGE-DEC 2021	\$1,365.08
Remit to: POWAY, CA					FYTD: \$7,419.64
COSTAR REALTY INFORMATION, INC	32986	02/22/2022	115614402-1	COMMERCIAL REAL ESTATE DATABASE SVC-FEB 2022	\$1,500.63
Remit to: CHICAGO, IL					FYTD: \$12,005.04
COUNSELING TEAM, THE	243003	02/22/2022	81359	EMPLOYEE ASSISTANCE PROGRAM-JANUARY 2022	\$1,667.00
Remit to: SAN BERNARDINO, CA					FYTD: \$13,336.00
COUNTRY SQUIRE ESTATES	242925	02/07/2022	DEC-JAN 2022	UUT REFUND FOR COUNTRY SQUIRE MOBILE	\$14.75
	243004	02/22/2022	NOV-DEC 2021	REFUND FOR UUT COUNTRY SQUIRE NOV-DEC 2021	\$14.78
Remit to: ONTARIO, CA					FYTD: \$155.95
COUNTS UNLIMITED, INC.	32934	02/14/2022	22062	TRAFFIC DATA COLLECTION	\$540.00
		02/14/2022	22040	TRAFFIC DATA COLLECTION	
		02/14/2022	22059	TRAFFIC DATA COLLECTION	
		02/14/2022	22060	TRAFFIC DATA COLLECTION	
Remit to: CORONA, CA					FYTD: \$6,678.00
COUNTY OF RIVERSIDE	243028	02/28/2022	PE0000000195	TRAFFIC MOTOR COMMUNICATIONS-PD	\$2,298.66
Remit to: RIVERSIDE, CA					FYTD: \$5,229,262.07
COUNTY OF RIVERSIDE SHERIFF	32841	02/07/2022	SH0000040451	CDBG POP OVERTIME-MVPD	\$16,108.56
		02/07/2022	SH0000040452	CDBG POP OVERTIME-MVPD	
		02/07/2022	SH0000040453	CDBG POP OVERTIME-MVPD	
Remit to: RIVERSIDE, CA					FYTD: \$25,430,908.33

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CRIME SCENE STERI-CLEAN, LLC	32935	02/14/2022	42470	BIO HAZARD REMOVAL SERVICE	\$200.00
	33042	02/28/2022	42498	BIO HAZARD REMOVAL SERVICE	\$850.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$11,650.00
CROWN CASTLE FIBER LLC	32936	02/14/2022	1049395	INTERNET & DATA SVCS 2/01-2/28/22	\$1,250.00
Remit to: HOUSTON, TX					<u>FYTD:</u> \$10,000.00
CSG CONSULTANTS, INC.	32987	02/22/2022	B211994-REV.1	BUILDING PLAN REVIEW SERVICES	\$14,160.50
Remit to: FOSTER CITY, CA					<u>FYTD:</u> \$249,036.39
DA - VI NAILS #5193	242947	02/07/2022	BL#15756-YR2022	REFUND OF OVERPAYMENT FOR BL#15756	\$87.17
Remit to: TEMECULA, CA					<u>FYTD:</u> \$87.17
DATA TICKET, INC.	32842	02/07/2022	133132	ADMINISTRATIVE CITATIONS-BLDG & SAFETY-DEC 2021	\$548.32
	32937	02/14/2022	134147	ADMIN CITATION PROCESSING-ANIMAL SVC-DEC 2021	\$2,274.25
		02/14/2022	133134	ADMIN CITATION PROCESSING-PD-DEC 2021	
		02/14/2022	130870	ADMIN CITATION PROCESSING-ANIMAL SVC-OCT 2021	
	32988	02/14/2022	1331321TPC	ADMIN CITATION PROCESSING-ANIMAL SVC-DEC 2021	\$15,148.42
		02/22/2022	129130HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-AUG 2021	
		02/22/2022	133717HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-DEC 2021	
		02/22/2022	133717MS	ANNUAL MAINTENANCE/SUPPORT-CODE	
		02/22/2022	133718MS	PARKING CITATION PROCESSING-CODE-DEC 2021	
		02/22/2022	133718REPAI	HANDHELD REPAIR-CODE	
	02/22/2022	12068HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-JULY 2021		
Remit to: IRVINE, CA					<u>FYTD:</u> \$203,080.55
DAVID EVANS & ASSOCIATES,	32989	02/22/2022	503714	SR-60/MORENO BEACH IC PHASE 2	\$9,629.66
Remit to: PASADENA, CA					<u>FYTD:</u> \$68,092.06

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**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

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>
DELTA DENTAL OF CALIFORNIA	33043	02/28/2022	BE004838677	EMPLOYEE DENTAL INSURANCE-PPO	\$14,923.48
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$126,113.18
DELTACARE USA	33044	02/28/2022	BE0048396463	EMPLOYEE DENTAL INSURANCE-HMO	\$3,839.77
Remit to: DALLAS, TX					<u>FYTD:</u> \$37,264.52
DEPARTMENT OF ENVIRONMENTAL HEALTH	242967	02/14/2022	IN0434600	ENVIRONMENTAL HEALTH PERMIT-SUNNYMEAD PARK	\$734.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20,930.44
DEPARTMENT OF TRANSPORTATION	32938	02/14/2022	22006204	SR-60/MORENO BEACHIC DEPT FURNISHED MATERIAL	\$10,370.89
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$32,777.15
DEWAR, HEATHER	242948	02/07/2022	R22-161668	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$68.00
Remit to: BIG BEAR CITY, CA					<u>FYTD:</u> \$68.00
DIAMOND ENVIRONMENTAL SERVICES, LP	242968	02/14/2022	0003752815	PORTABLE RESTROOM RENTAL-MAINT & OP'S	\$1,158.83
		02/14/2022	0003752814	PORTABLE RESTROOM RENTAL-PARK MAINT	
		02/14/2022	0003752816	PORTABLE RESTROOM RENTAL-PARK MAINT	
Remit to: SAN MARCOS, CA					<u>FYTD:</u> \$2,923.29
DIGITAL TELECOMMUNICATIONS CORP.	32990	02/22/2022	44045	SOFTWARE ASSURANCE/MAINTENANCE-2/28/22-3/27/22	\$450.00
	33045	02/28/2022	43915	REMOTE SERVICE CALL	\$217.50
Remit to: SANTA CLARITA, CA					<u>FYTD:</u> \$29,557.50

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DISH DBS CORPORATION	242926	02/07/2022	86557282/FEB22	SATELLITE TV-FIRE STATION 99-1/31-2/28/22	\$145.39
Remit to: PALATINE, IL					<u>FYTD:</u> \$1,164.19
DOMINGUEZ MEDRANO, GABRIEL	32991	02/22/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
DRAGON HOUSE	242949	02/07/2022	BL#33522-YR2022	REFUND OF OVERPAYMENT FOR BL#33522	\$124.46
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$124.46
E.R. BLOCK PLUMBING & HEATING, INC.	32843	02/07/2022	136131	BACKFLOW DEVICE TEST-ZONES D, M, 01, 02, 03, 05, WQB & LM-01K	\$550.00
	32939	02/14/2022	136124	BACKFLOW DEVICE TEST-PARKS	\$425.00
		02/14/2022	135767	BACKFLOW DEVICE TEST-PARKS	
	33046	02/28/2022	136288	BACKFLOW DEVICE REPAIR-ANIMAL SHELTER	\$7,100.35
		02/28/2022	136136	BACKFLOW DEVICE TEST-FIRE STATION 91	
		02/28/2022	136296	BACKFLOW DEVICE REPAIR-FIRE STATION 65	
		02/28/2022	136137	BACKFLOW DEVICE TEST-PUBLIC SAFETY BLDG.	
		02/28/2022	136133	BACKFLOW DEVICE TEST-EMERGENCY OPS CENTER	
		02/28/2022	135692	BACKFLOW DEVICE REPAIR-CONFERENCE & REC. CENTER	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$22,230.69
EASTERN MUNICIPAL WATER DISTRICT	242969	02/14/2022	DEC-21 2/14/22	WATER CHARGES	\$213.03
		02/14/2022	JAN-22 2/14/22	WATER CHARGES	
	243029	02/28/2022	FEB 22 2/28/22	WATER CHARGES	\$14,665.15
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,570,234.12
EDWARDS, CRYSTAL	32844	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00

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EMERGENT BATTERY TECHNOLOGIES, INC.	32940	02/14/2022	39968	REPLACEMENT BATTERIES (2) FOR BATTERY BACKUP SYSTEMS	\$105.60
	33047	02/28/2022	40068	REPLACEMENT BATTERIES (30) FOR BATTERY BACKUP SYSTEMS	\$4,523.18
Remit to: ANAHEIM, CA					FYTD: \$34,185.53
EMPIRE MOWER	243006	02/22/2022	19540	TREE TRIMMING EQUIPMENT PARTS	\$65.99
Remit to: MORENO VALLEY, CA					FYTD: \$882.33
ENCO UTILITY SERVICES MORENO VALLEY LLC	32845	02/07/2022	0402-MF-2613	SOLAR SYSTEM INSPECTION	\$264.00
Remit to: ANAHEIM, CA					FYTD: \$5,214,797.28
EXCLUSIVE TOWING	243007	02/22/2022	22-15528	EVIDENCE VEHICLE TOWING	\$273.00
Remit to: RIVERSIDE, CA					FYTD: \$5,680.20
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	32846	02/07/2022	NOV-21 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	\$5,233.01
	32994	02/07/2022	NOV-21 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	\$5,743.25
		02/22/2022	DEC-21 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	
		02/22/2022	DEC-21 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$39,270.62
FEHR & PEERS	32944	02/14/2022	149348	PROFESSIONAL SVCS-8/28-9/24/21	\$10,032.26
		02/14/2022	150066	PROFESSIONAL SVCS-9/25-10/29/21	
		02/14/2022	151021	PROFESSIONAL SVCS-10/30-11/26/21	
Remit to: WALNUT CREEK, CA					FYTD: \$12,323.89
FERRELLGAS LP	243030	02/28/2022	1118096164	PROPANE-CITY YARD	\$2,225.16
Remit to: DENVER, CO					FYTD: \$5,267.16

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FIORILLO, ANTHONY	243046	02/28/2022	R22-162702	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
FIRST AMERICAN DATA TREE, LLC	242970	02/14/2022	20027760122	ONLINE SOFTWARE SUBSCRIPTION-JAN 22	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$793.30
FRANCE PUBLICATIONS, INC. DBA FRANCE MEDIA, INC	32995	02/22/2022	2022-42654	FULL PAGE AD-SHOPPING CTR. BUSINESS-JAN 2022-ISSUE	\$3,450.00
Remit to: ATLANTA, GA					<u>FYTD:</u> \$35,240.00
FREEMAN & SON FIRE RESTORATION	242950	02/07/2022	BL#02562-YR2022	REFUND OF OVERPAYMENT FOR BL#02562	\$37.47
Remit to: CANYON LAKE, CA					<u>FYTD:</u> \$37.47
FRICK, CRAIG R.	243042	02/28/2022	101234655	ICC CERTIFICATION RENEWAL	\$142.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$142.00
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	32996	02/22/2022	7002Z183-S-22036	BACKBONE COMMUNICATIONS SERVICE 2/5-3/4/22	\$1,948.18
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$14,108.46
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	243008	02/22/2022	062221-5/FEB22	COMMUNICATION SVCS-01/28-2/27/22	\$1,197.72
		02/22/2022	081095-5/FEB22	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$9,884.29

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
G/M BUSINESS INTERIORS, INC.	32847	02/07/2022	0273588-IN	OFFICE FURNITURE-CITY HALL	\$316.71
	33048	02/28/2022	0273850-IN	OFFICE FURNITURE-CITY HALL	\$7,117.86
Remit to: RIVERSIDE, CA					FYTD: \$17,180.56
GARCIA, CHANTEL	33049	02/28/2022	FEB. 2022	INSTRUCTOR SERVICES - ART EXPRESSION CLASS	\$259.20
Remit to: MORENO VALLEY, CA					FYTD: \$3,078.80
GARCIA, JANELLE	242997	02/14/2022	R22-161917	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
GARDAWORLD	32945	02/14/2022	10678800	ARMORED CAR SRV-CITY HALL, CONF & REC CTR., MVU, LIBRARY& ANIMAL	\$936.45
	32997	02/22/2022	20515606	ARMORED CAR SERVICES-CRC.,LIBRARY & ANIMAL SVC-JAN 2022	\$154.71
Remit to: CHICAGO, IL					FYTD: \$10,427.32
GDS ASSOCIATES, INC.	32848	02/07/2022	0202294	ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY-MV UTILITY	\$4,370.00
	32946	02/14/2022	0203154	ELECTRIC COST OF SERVICE AND RATE DESIGN STUDY-MV UTILITY	\$9,765.00
Remit to: MARIETTA, GA					FYTD: \$31,905.00
GIL, IRENE ANITA	32849	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
GIRON, BERNARDO	32850	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
GIRON, VICENTE B.	33050	02/28/2022	FALL 2021	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$1,100.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,100.00

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GOMEZ, ABRAHAM ZAMBRANO	32851	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
GONZALEZ, MAYRA	33051	02/28/2022	3/8 - 3/10/22	TRAVEL PER DIEM - 2022 CPRS CONFERENCE & EXPO	\$146.63
Remit to: MORENO VALLEY, CA					FYTD: \$146.63
GONZALEZ, YAMILET	32852	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,000.00
GRAFFITI TRACKER, INC.	32853	02/07/2022	3579	GRAFFITI TRACKING SERVICES JAN-DEC 2022	\$15,000.00
Remit to: OMAHA, NE					FYTD: \$30,000.00
GRAINGER, ELIZABETH	32854	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
GUIDA SURVEYING, INC.	243009	02/22/2022	50623REV2	JUAN BAUTISTA DE ANZA TRAIL ATP 2, CONSULTANT SERVICES	\$24,656.56
Remit to: IRVINE, CA					FYTD: \$39,818.06
GUTIERREZ, ITZIA	32855	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
HASCO HEATING AIR CONDITIONING SERVICE COMPANY	33053	02/28/2022	100693	HVAC REPAIR-PUBLIC SAFETY BLDG.	\$4,218.94
		02/28/2022	100696	HVAC REPAIRS-CITY HALL	
		02/28/2022	100343	PELICAN SYSTEM RESEARCH-CONFERENCE & REC CENTER	
Remit to: RIVERSIDE, CA					FYTD: \$55,061.29

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HDL COREN & CONE	242971	02/14/2022	SIN014420	CONTRACT SVCS-PROPERTY TAX SOFTWARE MAINT (JAN-MARCH 2022)	\$5,971.76
Remit to: BRE A, CA					FYTD: \$18,888.78
HEALD, DENA	32856	02/07/2022	2/15 - 2/18/22	TRAVEL PER DIEM & MILEAGE - CSMFO ANNUAL CONFERENCE	\$362.19
Remit to: MORENO VALLEY, CA					FYTD: \$362.19
HERNANDEZ, GRACIELA M	32857	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
HINDERLITER DE LLAMAS & ASSOCIATES	243010	02/22/2022	SIN014726	CANNABIS MANAGEMENT PROGRAM-JANUARY 2022	\$250.00
Remit to: BRE A, CA					FYTD: \$58,989.66
HLP, INC.	33000	02/22/2022	21093	WEB LICENSE MONTHLY SVC FEE	\$77.00
Remit to: LITTLETON, CO					FYTD: \$32,453.40
HOSSAIN, FATEMA K	32858	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
IMMI TAX SERVICES, LLC	33001	02/22/2022	2491	BACKGROUND CHECKS	\$390.00
		02/22/2022	2492	BACKGROUND CHECKS	
	33054	02/28/2022	2493	BACKGROUND CHECKS	\$260.00
Remit to: MORENO VALLEY, CA					FYTD: \$650.00

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INLAND EMPIRE PROPERTY SERVICE, INC	32859	02/07/2022	2021108	WEED ABATEMENT SVCS-APN 481-020-020	\$2,421.00
	33002	02/22/2022	21371	NUISANCE ABATEMENT SVCS-1256 PERRIS	\$5,463.50
		02/22/2022	2022100	WEED ABATEMENT SVCS-APN 291-191-013, 011, 009, 008, 007, 025,026	
		02/22/2022	21200	WEED ABATEMENT SVCS-APN 482-020-064	
		02/22/2022	21368	NUISANCE ABATEMENT SVCS-260-460-012	
		02/22/2022	2022101	NUISANCE ABATEMENT SVCS-260-460-012	
		02/22/2022	21113	WEED ABATEMENT SVCS-APN 291-191-007-013, 025-029	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$128,154.65
INLAND OVERHEAD DOOR COMPANY	32948	02/14/2022	47879	BAY DOOR #2 REPAIR-FIRE STATION 58	\$855.00
		02/14/2022	47914	ROLL UP DOOR REPAIR-UTILITY FIELD OFFICE	
Remit to: COLTON, CA					<u>FYTD:</u> \$13,596.70
INLAND SOUTHERN CALIFORNIA UNITED WAY	32860	02/07/2022	MOVAL ADMIN2	EMERGENCY RENTAL ASSISTANCE PROGRAM-ADDITIONAL ADMIN COST-PART 2	\$16,242.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$2,429,529.60
INTERPRETERS UNLIMITED	33055	02/28/2022	299427	LANGUAGE INTERPRETATION SERVICES	\$17.25
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$693.50
ISLAM, ZOHORA	33003	02/22/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
JEFFERSON, ANEICA IRENE	32861	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,000.00

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JIMENEZ, LAUNA L.	242934	02/07/2022	2/15 - 2/18/22	TRAVEL PER DIEM - CSMFO ANNUAL CONFERENCE	\$259.00
	243043	02/28/2022	REIMBURSEMENT	REIMBURSE HOTEL COST CHARGED TO PERSONAL CC FOR CSMFO CONF.	\$570.27
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$829.27
JOHNSON , TRACY	32862	02/07/2022	JAN. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$365.85
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,947.05
JONES BEY, JAMIE R	32863	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
JTB SUPPLY CO., INC.	32864	02/07/2022	109917	TRAFFIC SIGNAL MAINT SUPPLIES	\$565.69
	33005	02/22/2022	109971	TRAFFIC SIGNAL MAINT SUPPLIES	\$2,726.08
Remit to: ORANGE, CA					<u>FYTD:</u> \$36,296.06
KOA CORPORATION	242972	02/14/2022	JC06061-14	ADVANCED DILEMMA ZONE DECTION	\$408.60
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$377,665.47
KONICA MINOLTA BUSINESS SOLUTIONS, USA	33006	02/22/2022	9008363744	COPIER USAGE-JAN 2022	\$9.45
Remit to: PASADENA, CA					<u>FYTD:</u> \$72,079.37
KUSTOM SIGNALS, INC.	242927	02/07/2022	590701	RADAR/LASER MAINT & REPAIR	\$294.14
	243031	02/28/2022	587829	SMART VMS HT: LED DISPLAY PANEL	\$21,540.99
Remit to: CHICAGO, IL					<u>FYTD:</u> \$23,847.17
LAGUNAS, LISET ARIANA	33056	02/28/2022	3/8 - 3/10/22	TRAVEL PER DIEM - 2022 CPRS CONFERENCE & EXPO	\$146.63
Remit to: PERRIS, CA					<u>FYTD:</u> \$146.63

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LARA, JOSEPH R.	242988	02/14/2022	1/30 - 2/3/22	TRAVEL PER DIEM & MILEAGE - TOWER SAFETY TRAINING	\$357.05
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$357.05
LARIOS-LOPEZ, ALEXIS	33007	02/22/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
LIEBERT, CASSIDY, WHITMORE	242928	02/07/2022	1520972	EMPLOYMENT RELATIONS CONSORTIUM MEMBERSHIP 7/1/21-6/30/22	\$3,790.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$20,497.85
LOPEZ LOPEZ, JESSICA	242961	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
LOPEZ, GLORYANA	242935	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
LOR GEOTECHNICAL GROUP, INC.	32949	02/14/2022	18493	CITYWIDE PAVEMENT REHAB FY20/21, CONSULTANT SERVICES	\$5,387.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$26,223.65
LYONS SECURITY SERVICE, INC.	32865	02/07/2022	29271	SECURITY GUARD SVCS-ERC-DEC 21-COVID-19	\$5,175.92
		02/07/2022	29272	SECURITY GUARD SVCS-LIBRARY-DEC 21	
	33008	02/22/2022	29357	SECURITY GUARD SVCS-TOWNGATE-JAN 2022	\$1,230.10
		02/22/2022	29354	SECURITY GUARD SVCS-CONF & REC CTR-JAN 2022	
		02/22/2022	29352	SECURITY GUARD SVCS-COTTONWOOD GOLF SPECIAL EVENT-JAN 22	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$171,954.06

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MALVEDA, MYRNA	242998	02/14/2022	R22-162368	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
MANCILLAS, ANGELICA	32866	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
MARCH JOINT POWERS AUTHORITY	242929	02/07/2022	55932	GAS CHARGES-M.A.R.B. BUILDING 823-DEC. 2021	\$212.75
		02/07/2022	55908	GAS CHARGES-M.A.R.B. BUILDING 823-NOV. 2021	
		02/07/2022	55923	GAS CHARGES-M.A.R.B. BUILDING 938-DEC. 2021	
		02/07/2022	55911	GAS CHARGES-M.A.R.B. BUILDING 938-NOV. 2021	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$559.27
MARIPOSA LANDSCAPES, INC.	32867	02/07/2022	96322	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-JAN. 2022	\$699.76
		02/07/2022	96326	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-JAN. 2022	
		02/07/2022	96332	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-JAN. 2022	
	33009	02/22/2022	96336	LANDSCAPE MAINT.-NPDES WQB-JAN. 2022	\$18,057.12
		02/22/2022	96498	LANDSCAPE EXTRA WORK-JAN22-NPDES WQB/IRRIGATION REPAIRS	
		02/22/2022	96308	LANDSCAPE MAINT.-SD LMD ZONE 02-JAN. 2022	
		02/22/2022	96497	LANDSCAPE EXTRA WORK-JAN22-ZONE 02/IRRIGATION WIRES REPAIRED	
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$421,329.49
MARKOWITZ, PHILLIP	242951	02/07/2022	C26186	REFUND-ADMIN CITATION-OVERPAYMENT	\$100.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$100.00

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



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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>
MARTINEZ, ROBERTO	242936	02/07/2022	2/14 - 2/17/22	TRAVEL PER DIEM & RENTAL CAR COST ADVANCE-CRIA TRAINING CONF.	\$1,129.91
Remit to: MORENO VALLEY, CA					FYTD: \$1,422.79
MCCAIN TRAFFIC SUPPLY	242973	02/14/2022	INV0264209	TRAFFIC SIGNAL EQUIPMENT	\$7,803.27
		02/14/2022	INV0264182	TRAFFIC SIGNAL EQUIPMENT	
Remit to: VISTA, CA					FYTD: \$28,127.91
MENGISTU, YESHIALEM	33010	02/22/2022	JAN. 2022	MILEAGE REIMBURSEMENT - JANUARY 2022	\$161.46
Remit to: MORENO VALLEY, CA					FYTD: \$1,033.38
MERCHANTS BUILDING MAINTENANCE, LLC.	32868	02/07/2022	652353	CLEANING OF EXTERIOR WINDOWS 11/29/21-IRIS PLAZA LIBRARY BRANCH	\$90.00
	32951	02/14/2022	652781	EXTRACT & SANITIZE SOILED CHAIR AT CITY HALL	\$1,366.80
		02/14/2022	652354	SPECIAL CLEANING OF CONCRETE FLOOR AT CITY YARD WAREHOUSE	
	33011	02/22/2022	652989	DEC 2021 SPECIAL EVENT CLEANING-SENIOR CENTER	\$2,625.00
		02/22/2022	658029	JAN 2022 SPECIAL CLEANINGS FOR EVENT RENTALS-CONF. & REC. CENTER	
		02/22/2022	652987	DEC 2021 SPECIAL CLEANINGS FOR EVENT RENTALS-CONF. & REC. CENTER	
		02/22/2022	658030	JAN 2022 SPECIAL CLEANINGS FOR EVENT RENTALS-COTTONWOOD GOLF CTR	
		02/22/2022	658031	JAN 2022 SPECIAL CLEANINGS FOR EVENT RENTALS-TOWNGATE COMM. CTR.	
	33057	02/28/2022	656239	MEDIA ROOM CARPET CLEANING-CITY HALL	\$250.00
Remit to: MONTEREY PARK, CA					FYTD: \$472,481.67

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MISSION LINEN SUPPLY, INC.	32869	02/07/2022	516339939	LINEN RENTAL SERVICES	\$113.36
		02/07/2022	516382763	LINEN RENTAL SERVICES	
	32952	02/14/2022	516425602	LINEN RENTAL SERVICES	\$56.68
	33012	02/22/2022	516469104	LINEN RENTAL SERVICES	\$56.68
	33058	02/28/2022	516256378	LINEN RENTAL SERVICES (MINUS INVOICE 515592103 ADJUSTMENT)	\$136.93
			02/28/2022	516511421	LINEN RENTAL SERVICES
		02/28/2022	516173034	LINEN RENTAL SERVICES	
Remit to: SANTA BARBARA, CA					FYTD: \$1,798.07
MOALA, TEVITA	242937	02/07/2022	2/14 - 2/17/22	TRAVEL PER DIEM-CA. ROBBERY INVESTIGATORS ASSOC. TRAINING CONF.	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$361.50
MOBARAK, RAZIA	32870	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
MOHAN, BRIAN	32871	02/07/2022	2/15 - 2/18/22	TRAVEL PER DIEM - CSMFO ANNUAL CONFERENCE	\$259.00
Remit to: MORENO VALLEY, CA					FYTD: \$424.00
MORENO VALLEY CHAMBER OF COMMERCE	243011	02/22/2022	7334	SPONSORSHIP-DIAMOND CHAIRMAN'S CIRCLE	\$20,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$20,250.00
MORENO VALLEY COMMUNITY BAND	242989	02/14/2022	FEB 7, 2022	DONATION-REHEARSAL PRACTICE FEES	\$336.00
	242990	02/14/2022	FEB 11, 2022	DONATION-COUNCIL DISCRETIONARY CONTRIBUTION TO BAND/SYMPHONY	\$1,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$6,336.00

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MORENO VALLEY FRIENDS OF THE LIBRARY	33013	02/22/2022	JANUARY 2022	PASS THROUGH FUNDS-1/1-1/31/22	\$1,124.95
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,385.15
MORENO VALLEY MALL HOLDING, LLC	33059	02/28/2022	MAR. 2022 RENT	MARCH 2022 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$54,996.32
MORRIS, IMMANUEL	32872	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
MOSS-TERRY, GENESSE EVETTE	32873	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
MTGL, INC	32953	02/14/2022 02/14/2022	66429 66582	JUAN BAUTISTA DE ANZA TRAIL CONSULT SERVICES JUAN BAUTISTA DE ANZA TRAIL CONSULT SERVICES	\$6,648.76
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$14,625.26
MUNIZ, JENNY	33014	02/22/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
MUSICSTAR	243033	02/28/2022	FEB. 2022	INSTRUCTOR SVCS-GUITAR, INTRO TO ANIME & CARTOON DRAWING CLASSES	\$210.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,910.00
NADRATOWSKI, CONNIE	242952	02/07/2022	R22-162039	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: NUEVO, CA					<u>FYTD:</u> \$95.00

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NBS GOVERNMENT FINANCE GROUP	33060	02/28/2022	1221000722	CONSULTING SERVICES-BOUNDARY MAPS PREPARATION	\$2,800.00
Remit to: TEMECULA, CA					FYTD: \$8,400.00
NEAGU, LAURA E	32875	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
NEW HORIZON MOBILE HOME PARK	32954	02/14/2022	STATEMENT MONTH	REFUND FOR UUT FROM AUG 2021 TO SEPT AND DEC 2021	\$34.46
Remit to: LOS ANGELES, CA					FYTD: \$48.56
NEXTERA ENERGY CAPITAL HOLDINGS INC.	243034	02/28/2022	694026	RENEWABLE ENERGY-MV UTILITY-JAN. 2022	\$12,475.02
Remit to: JUNO BEACH, FL					FYTD: \$191,599.97
NEXXSOL CORPORATION	32955	02/14/2022	3042	ADOBE ENTERPRISE SUBSCRIPTION 2/18/22 - 2/18/23	\$23,224.20
Remit to: COVINA, CA					FYTD: \$23,224.20
NTH GENERATION COMPUTING, INC.	32876	02/07/2022	39324H	M.V. UTILITY FIREWALL PROJECT	\$14,999.08
Remit to: SAN DIEGO, CA					FYTD: \$123,108.71
OCEGUEDA, SARAH DENISE	32877	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
ONLINE-MSDS.COM BY KHA	32878	02/07/2022	20211591	SDS MANAGEMENT ONLINE SERVICE 12/1/21-11/30/22	\$3,000.00
Remit to: MERRILLVILLE, IN					FYTD: \$3,000.00

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OPERATION SAFEHOUSE, INC.	32879	02/07/2022	5 - OCT/NOV 2021	CDBG SUBRECIPIENT PAYMENT-EMERGENCY SHELTER FOR YOUTH PROGRAM	\$840.00
	33015	02/22/2022	6 - NOV/DEC 2021	CDBG SUBRECIPIENT PAYMENT-EMERGENCY SHELTER FOR YOUTH PROGRAM	\$840.00
Remit to: RIVERSIDE, CA					FYTD: \$8,386.65
PACIFIC UTILITY INSTALLATION, INC	32880	02/07/2022	24833	OFFLOAD STREETLIGHT POLES AT CITY YARD 11/3/21	\$560.00
Remit to: CORONA, CA					FYTD: \$91,168.75
PAINING BY ZEB BODE	33062	02/28/2022	01312022	LATTICE PATIO COVER PAINTING-FIRE STATION 2	\$5,800.00
		02/28/2022	01242022	PAINTING SERVICES-FIRE STATION 91	
Remit to: NORCO, CA					FYTD: \$11,450.00
PARSONS TRANSPORTATION GROUP, INC.	33016	02/22/2022	2202A007	SR-60/MORENO BEACH IC PHASE 2	\$14,586.84
Remit to: IRVINE, CA					FYTD: \$47,059.65
PASSALACQUA, TIMOTHY	242938	02/07/2022	2/14 - 2/17/22	TRAVEL PER DIEM-CA. ROBBERY INVESTIGATORS ASSOC. TRAINING CONF.	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$534.38
PAYNE, MICHAEL	242962	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
PEDLEY SQUARE VETERINARY CLINIC	33017	02/22/2022	DEC-2021	VETERINARY SERVICES-MV ANIMAL SHELTER/DECEMBER 2021	\$18,346.75
		02/22/2022	JAN-2022	VETERINARY SERVICES-MV ANIMAL SHELTER/JANUARY 2022	
Remit to: RIVERSIDE, CA					FYTD: \$82,273.97

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PENA, JOSHUA	32881	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
PENIGAR TAX	242954	02/07/2022	BL#07877-YR2022	REFUND OF OVERPAYMENT FOR BL#07877	\$90.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$90.00
PENTEL, BRIAN	242939	02/07/2022	2/14 - 2/17/22	TRAVEL PER DIEM-CA. ROBBERY INVESTIGATORS ASSOC. TRAINING CONF.	\$241.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$975.75
PEPE'S TOWING	33018	02/22/2022	104162	EVIDENCE TOWING FOR PD	\$1,889.00
		02/22/2022	104173	EVIDENCE TOWING FOR PD	
		02/22/2022	102290	EVIDENCE TOWING FOR PD	
		02/22/2022	103046	EVIDENCE TOWING FOR PD	
		02/22/2022	101298	EVIDENCE TOWING FOR PD	
		02/22/2022	104161	EVIDENCE TOWING FOR PD	
		02/22/2022	101299	EVIDENCE TOWING FOR PD	
	02/22/2022	68474	EVIDENCE TOWING/STORAGE FOR PD		
33063	02/28/2022	102292	EVIDENCE TOWING FOR PD	\$337.50	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,889.34
PERCEPTIVE ENTERPRISES, INC.	33019	02/22/2022	3746	PROFESSIONAL DBE/ CPR CONSULTING SERVICES	\$7,005.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$55,437.00
PEREZ, MAREENA ILENE	32882	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
PLOWMAN, REGGIE	243044	02/28/2022	3328545	ICC CERTIFICATION RENEWAL	\$137.00
Remit to: JUEUPA VALLEY, CA					<u>FYTD:</u> \$137.00

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PRIETO, JOSEPH	33064	02/28/2022	3/7 - 3/10/22	TRAVEL PER DIEM-CPRS CONFER./PLAYGROUND SAFETY INSPECTOR COURSE	\$215.63
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$215.63
PROFESSIONAL COMMUNICATIONS NETWORK PCN	242974	02/14/2022	220210447	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$487.73
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,534.21
RAHMAN, CHANDRA	32883	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
RAMOS, ROBERTO	33065	02/28/2022	FEB. 2022	INSTRUCTOR SERVICES-AMAZING MARTIAL ARTS & TAE KWON DO CLASSES	\$787.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,767.00
RAYO, ADRIANA	32884	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
RE ASTORIA 2 LLC	33020	02/22/2022	2022_02_RE ASTOR	RENEWABLE ENERGY-MV UTILITY-JAN 2022	\$20,791.27
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$245,218.54

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READY REFRESH BY NESTLE	32885	02/07/2022	01K6703657396	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	\$732.40
		02/07/2022	01K6703660049	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/07/2022	01K6703657409	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		02/07/2022	01K6703657399	WATER DISPENSER UNIT RENTAL-FIRE STATION 6	
		02/07/2022	01K6703658271	WATER DISPENSER UNIT RENTAL-CITY YARD SANTIAGO OFFICE	
		02/07/2022	01K6703660054	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/07/2022	01K6703660053	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/07/2022	01K6703660052	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/07/2022	01K6703657393	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	
		02/07/2022	01K6703657389	WATER DISPENSER UNIT RENTAL-FIRE STATION 99	
		02/07/2022	01K6703657388	WATER DISPENSER UNIT RENTAL-FIRE STATION 58	
		02/07/2022	01K6703658273	WATER DISPENSER UNIT RENTAL-FIRE STATION 91	
		02/07/2022	01K6703658274	WATER DISPENSER UNIT RENTAL-MAIN LIBRARY	
		02/07/2022	01K6703657410	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		02/07/2022	01K6703658237	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BLDG.	
		02/07/2022	01K6703686058	WATER DISPENSER UNIT RENTAL-VAL VERDE (RED MAPLE) SITE	
		02/07/2022	01K6703686057	WATER DISPENSER UNIT RENTAL-EOC	
		02/07/2022	01K6703660059	WATER DISPENSER UNIT RENTAL-FIRE STATION 65	
		02/07/2022	01K6703657403	WATER DISPENSER UNIT RENTAL-FIRE STATION 48	
		02/07/2022	01K6703657407	WATER DISPENSER UNIT RENTAL-CRC	
		02/07/2022	01K6703660056	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/07/2022	01K6703660050	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/07/2022	01K6703660057	WATER DISPENSER UNIT RENTAL-CITY YARD	
		02/07/2022	01K6703657401	WATER DISPENSER UNIT RENTAL-SENIOR CENTER	
		02/07/2022	01K6703660060	WATER DISPENSER UNIT RENTAL-RAINBOW RIDGE	

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READY REFRESH BY NESTLE	32957	02/14/2022	01L6703657396	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	\$910.13
		02/14/2022	02A6703660050	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	01L6703660057	WATER DISPENSER UNIT RENTAL-CITY YARD	
		02/14/2022	01L6703657413	WATER DISPENSER UNIT RENTAL-BERC	
		02/14/2022	01L6703660060	WATER DISPENSER UNIT RENTAL-RAINBOW RIDGE	
		02/14/2022	01L6703686057	WATER DISPENSER UNIT RENTAL-EOC	
		02/14/2022	01L6703686058	WATER DISPENSER UNIT RENTAL-VAL VERDE (RED MAPLE) SITE	
		02/14/2022	01L6703657410	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		02/14/2022	01L6703657409	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		02/14/2022	01L6703657407	WATER DISPENSER UNIT RENTAL-CRC	
		02/14/2022	01L6703657388	WATER DISPENSER UNIT RENTAL-FIRE STATION 58	
		02/14/2022	01L6703660054	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	01L6703657393	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	
		02/14/2022	01L6703657399	WATER DISPENSER UNIT RENTAL-FIRE STATION 6	
		02/14/2022	01L6703657401	WATER DISPENSER UNIT RENTAL-SENIOR CENTER	
		02/14/2022	01L6703657389	WATER DISPENSER UNIT RENTAL-FIRE STATION 99	
		02/14/2022	01K6703658235	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		02/14/2022	01L6703660059	WATER DISPENSER UNIT RENTAL-FIRE STATION 65	
		02/14/2022	01L6703658235	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		02/14/2022	01L6703658237	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		02/14/2022	01L6703658271	WATER DISPENSER UNIT RENTAL-CITY YARD SANTIAGO OFFICE	
		02/14/2022	01L6703658273	WATER DISPENSER UNIT RENTAL-FIRE STATION 91	
		02/14/2022	01L6703658274	WATER DISPENSER UNIT RENTAL-MAIN LIBRARY	
		02/14/2022	01L6703660052	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	01L6703660056	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	01L6703660049	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	01L6703657403	WATER DISPENSER UNIT RENTAL-FIRE STATION 48	
		02/14/2022	01L6703660050	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	01L6703660053	WATER DISPENSER UNIT RENTAL-CITY HALL	

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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
READY REFRESH BY NESTLE	32958	02/14/2022	02A6703658271	WATER DISPENSER UNIT RENTAL-CITY YARD SANTIAGO OFFICE	\$826.13
		02/14/2022	02A6703658273	WATER DISPENSER UNIT RENTAL-FIRE STATION 91	
		02/14/2022	02A6703658274	WATER DISPENSER UNIT RENTAL-MAIN LIBRARY	
		02/14/2022	02A6703657393	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	
		02/14/2022	02A6703658235	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		02/14/2022	02A6703686057	WATER DISPENSER UNIT RENTAL-EOC	
		02/14/2022	02A6703660053	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	02A6703660059	WATER DISPENSER UNIT RENTAL-FIRE STATION 65	
		02/14/2022	02A6703657409	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		02/14/2022	02A6703657388	WATER DISPENSER UNIT RENTAL-FIRE STATION 58	
		02/14/2022	02A6703657389	WATER DISPENSER UNIT RENTAL-FIRE STATION 99	
		02/14/2022	02A6703657396	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	
		02/14/2022	02A6703660054	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	02A6703658237	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		02/14/2022	02A6703686058	WATER DISPENSER UNIT RENTAL-VAL VERDE (RED MAPLE) SITE	
		02/14/2022	02A6703660060	WATER DISPENSER UNIT RENTAL-RAINBOW RIDGE	
		02/14/2022	02A6703660052	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	02A6703657410	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		02/14/2022	02A6703660049	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	02A6703657407	WATER DISPENSER UNIT RENTAL-CRC	
		02/14/2022	02A6703657403	WATER DISPENSER UNIT RENTAL-FIRE STATION 48	
		02/14/2022	02A6703657399	WATER DISPENSER UNIT RENTAL-FIRE STATION 6	
		02/14/2022	02A6703660056	WATER DISPENSER UNIT RENTAL-CITY HALL	
		02/14/2022	02A6703148277	WATER DISPENSER UNIT RENTAL-FIRE STATION 2	
		02/14/2022	02A6703660057	WATER DISPENSER UNIT RENTAL-CITY YARD	
02/14/2022	02A6703657413	WATER DISPENSER UNIT RENTAL-BERC			

Remit to: LOUISVILLE, KY

FYTD: \$2,859.49

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



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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>
REED, LATRICIA ANN	32886	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
REGALADO, BLANCA E	32887	02/07/2022	JAN. 2022	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$344.40
	33066	02/28/2022	FEB. 2022	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$494.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,798.75
RGS DEVELOPMENT GROUP, INC	242955	02/07/2022	BL#38642-YR2022	REFUND OF OVERPAYMENT FOR BL#38642	\$72.50
Remit to: FONTANA, CA					<u>FYTD:</u> \$72.50
RHYTHM TECH PRODUCTIONS	33067	02/28/2022	590	PARTS TO COMPLETE LIGHTING FOR AMPHITHEATER	\$1,680.90
Remit to: CALIMESA, CA					<u>FYTD:</u> \$40,954.81
RIGHTWAY SITE SERVICES, INC.	242975	02/14/2022	295961	PORTABLE RESTROOM-COTTONWOOD GOLF (CREDIT INV#297408 APPLIED)	\$258.13
		02/14/2022	295962	PORTABLE RESTROOMS-EQUESTRIAN CENTER (CREDIT INV#297408 APPLIED)	
	243012	02/22/2022	297808	PORTABLE RESTROOM RENTAL AT POLICE STATION	\$114.55
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$25,358.04
RIVERSIDE AREA RAPE CRISIS CENTER	32888	02/07/2022	NOV2021-01	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	\$1,001.90
	33068	02/28/2022	DEC2021-01	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	\$956.11
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,557.25

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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>
RIVERSIDE COUNTY ASSESSOR - CLERK-RECORDER	243024	02/28/2022	21-576730	RECORDATION DOCUMENT- 2021-0709640, 0709678, 0724369	\$60.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$80.00
RIVERSIDE COUNTY FLOOD CONTROL & WATER, CONSERVATION DIST.	242976	02/14/2022	FC019285	JUAN BAUTUSTA DE ANZA TRAIL ATP3 ENCROACHMENT CHARGES	\$449.94
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,878.72
RIVERSIDE COUNTY OFFICE OF EDUCATION	242977	02/14/2022	2022/958	TRANSLATION SVCS-CITY COUNCIL	\$253.76
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,202.99
ROBLEDO DIONICIO, ROBERTO MARTIN	32889	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
ROBLES, WILLIAM	243047	02/28/2022	2002535.047	CRC REFUND PARTIAL DEPOSIT	\$217.55
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$217.55
RODRIGUEZ, BRENDA	32890	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
ROSALES, DAISY ABIGAIL	32891	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
RSG, INC	32892	02/07/2022	I008141	FY 21-22 SB 341 REPORTING SERVICES-DEC. 2021	\$480.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$25,928.65

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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>
RUIZ, ANDREW ROMERO	32893	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
SAFEWAY SIGN CO.	32959	02/14/2022	52387	TRAFFIC SIGNS/HARDWARE	\$1,861.92
Remit to: ADELANTO, CA					FYTD: \$28,361.29
SALVATION ARMY	32894	02/07/2022	5 /CDBG HTW 2021	CDBG SUBRECIPIENT PAYMENT-NEIGHBORHOOD CLEAN-UP/HOMELESS TO WORK	\$439.51
Remit to: MORENO VALLEY, CA					FYTD: \$134,142.92
SAUNDERS, DAVID	242991	02/14/2022	2/14 - 3/3/22	TRAVEL PER DIEM- PRE-BASIC & BASIC MOTORCYCLE ENFORCEMENT COURSE	\$925.00
Remit to: MORENO VALLEY, CA					FYTD: \$925.00
SC COMMERCIAL LLC DBA SC FUELS	33021	02/22/2022	2049463-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$7,096.07
		02/22/2022	2046965-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/22/2022	2045942-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					FYTD: \$232,323.83
SEARLE CREATIVE GROUP, LLC	32895	02/07/2022	22005	WEBSITE HOSTING & MAINTENANCE-JAN. 2022	\$1,888.75
		02/07/2022	21042	WEBSITE HOSTING & MAINTENANCE-DEC. 2021	
Remit to: VENTURA, CA					FYTD: \$9,318.50
SECURITY LOCK & KEY	242978	02/14/2022	31251	LOCK REPAIR/SERVICES-SUNNYMEAD PARK & MORRISON PARK	\$263.75
		02/14/2022	31235	EXTRA KEYS FOR MEDIA ROOM-CITY HALL	
Remit to: RIVERSIDE, CA					FYTD: \$2,119.51

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SEPETAIO, TERESA	242999	02/14/2022	2002529.047	CRC FULL REFUND	\$1,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,000.00
SIERRA PACIFIC ELECTRICAL CONTRACTING	242957	02/07/2022	BL#06075-YR2022	REFUND OF OVERPAYMENT FOR BL#06075	\$83.98
Remit to: RIVERSIDE, CA					FYTD: \$83.98
SIGNS BY TOMORROW	32896	02/07/2022	28045	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	\$607.50
		02/07/2022	28046	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
Remit to: MURRIETA, CA					FYTD: \$4,611.75
SKY PUBLISHING	33023	02/22/2022	22.2_52	1/2 PAGE SHOP MOVAL AD-YOUR VILLA MAGAZINE/2022 ISSUE 2	\$1,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$10,040.00
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	243035	02/28/2022	3791213-1	EMMISSIONS FEES -FIRE STATION 58	\$876.52
		02/28/2022	3918686	ANNUAL OPERATING FEES-FIRE STATION 91	
		02/28/2022	3921253	EMISSIONS FEE INVOICE-FIRE STATION 91	
		02/28/2022	3921633	EMISSIONS FEE INVOICE-FIRE STATION 2	
Remit to: DIAMOND BAR, CA					FYTD: \$4,617.23
SOUTHERN CALIFORNIA EDISON	242931	02/07/2022	JAN-22 2/7/22	ELECTRICITY CHARGES	\$5,907.39
	243036	02/28/2022	FEB-22 2/28/22	ELECTRICITY CHARGES	\$2,955.50
		02/28/2022	JAN-22 2/28/22	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					FYTD: \$1,333,995.29
SOUTHERN CALIFORNIA EDISON 3	242992	02/14/2022	REV 7590402443	HEACOCK ST PED AND BIC ENHANCEMENT	\$1,472.80
Remit to: ROSEMEAD, CA					FYTD: \$1,472.80

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SOUTHERN CALIFORNIA GAS CO.	243014	02/22/2022	JAN-2022	GAS CHARGES	\$22,717.27
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$78,905.29
SOUTHERN PET SUPPLIES	33024	02/22/2022	9934	PET SUPPLIES-ASSORTED COLLARS & NYLON LEADS	\$165.45
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$877.90
SOUTHWEST OFFSET PRINTING CO., INC.	243037	02/28/2022	182574	PRINTING, ETC. FOR SOARING ACTIVITY GUIDES/JAN-SPRING 2022 ISSUE	\$16,519.22
Remit to: GARDENA, CA					<u>FYTD:</u> \$31,678.64
STANDARD INSURANCE CO	243038	02/28/2022	220301	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,344.68
Remit to: PORTLAND, OR					<u>FYTD:</u> \$11,458.12

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STANLEY CONVERGENT SECURITY SOLUTIONS, INC	33025	02/22/2022	17179112	SECURITY ALARM SYSTEM REPAIR-CONFERENCE & REC CENTER	\$10,720.14
		02/22/2022	16981358	SECURITY ALARM SYSTEM REPAIR-CITY HALL	
		02/22/2022	6000449720	SECURITY ALARM POPIT & MOTION REPAIR-COFERENCE & REC CENETER	
		02/22/2022	6000417886	SECURITY ALARM SYSTEM REPAIR-CITY YARD	
		02/22/2022	17888864	SECURITY ALARM SYSTEM REPAIR-EMPLOYMENT RESOURCE CENTER	
		02/22/2022	16923280	SECURITY ALARM SYSTEM REPAIR-ANIMAL SHELTER	
		02/22/2022	17821952	SECURITY ALARM SYSTEM EQUIPMENT UPGRADE-TOWNGATE COMM CENTER	
		02/22/2022	17766373	KNOX BOX SECURITY SYSTEM REPAIR-CONFERENCE & REC CENTER	
		02/22/2022	17620932	SECURITY ALARM SYSTEM REPAIR-COTTONWOOD GOLF CENTER	
		02/22/2022	17305801	SECURITY ALARM SYSTEM REPAIR-CITY HALL	
		02/22/2022	6001312517	SECURITY ALARM SYSTEM REPAIR-MARCH FIELD PARK COMM CENTER	
		02/22/2022	17083148	SECURITY ALARM SYSTEM REPAIR-CITY HALL	
		02/22/2022	6001568732	SECURITY ALARM SYSTEM REPAIR-TOWNGATE COMM CENTER	
		02/22/2022	6000592537	SECURITY ALARM SYSTEM EQUIPMENT UPGRADE-MARCH ANNEX	
		02/22/2022	6000449721	SECURITY ALARM SYSTEM REPAIR-FIRE STATION 48	
		02/22/2022	6001191974	SECURITY ALARM SYSTEM EQUIPMENT UPGRADE-MARCH FIELD PARK CC	
		02/22/2022	6000601887	SECURITY ALARM SYSTEM REPAIR-CITY HALL	
		02/22/2022	16292357	SECURITY ALARM SYSTEM REPAIR-FIRE STATION 58	
		02/22/2022	16757121	SECURITY ALARM SYSTEM REPAIR-ANNEX 1	
		02/22/2022	17171320	SECURITY ALARM KEYPAD REPAIR-ANIMAL SHELTER	

Remit to: PALATINE, IL

FYTD: \$32,772.04

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STATE BOARD OF EQUALIZATION 1	33264	02/24/2022	013122	SALES & USE TAX REPORT FOR 1/1-1/31/22	\$8,369.00
Remit to: SACRAMENTO, CA					FYTD: \$13,551.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	242981	02/14/2022	559839	LIVE SCAN FINGERPRINTING APPS FOR PD-JAN. 2022	\$49.00
	243015	02/22/2022	564624	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-JAN. 2022	\$1,130.00
		02/22/2022	547055	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-OCT. 2021	
		02/22/2022	564682	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-SEP/OCT/NOV CORRECTIONS	
		02/22/2022	552933	BLOOD ALCOHOL ANALYSIS SERVICES-RTN ITEM SERVICE CHARGE BILLING	
Remit to: SACRAMENTO, CA					FYTD: \$17,935.00
STATE WATER RESOURCES CONTROL BOARD 1	243039	02/28/2022	SW-02322650	JUAN BAUTISTA DE ANZA TRAIL ATP3 ANNUAL PERMIT FEE	\$704.00
Remit to: SACRAMENTO, CA					FYTD: \$3,049.00
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	32960	02/14/2022	43524	TRANSCRIPTION SERVICES FOR PD-JAN. 2022	\$169.29
Remit to: CORONA, CA					FYTD: \$3,043.97
STEPHEN H BADGETT CONSULTING LLC	32961	02/14/2022	MVU-031	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/JAN. 2022	\$1,050.00
Remit to: LAS VEGAS, NV					FYTD: \$9,937.50

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STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	32898	02/07/2022	JAN-22/REDISTR.	SPECIAL COUNSEL LEGAL SERVICES 1/26/22-RE: REDISTRICTING	\$15,100.00
	32962	02/14/2022	JAN-22/NIELSEN	SPECIAL COUNSEL LEGAL SERVICES 1/01/22-1/31/22-RE: REDISTRICTING	\$4,641.50
		02/14/2022	JAN-22/TRIPEPI	REDISTRICTING SERVICES	
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$564,571.11
STEWART TITLE OF CALIFORNIA	243022	02/22/2022	743222866	REFUND-TRUST FUND-CODE VIOLATION	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
STEWART-PERDOMO, DEVIN	33071	02/28/2022	FALL 2021	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$399.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$399.00
SUJI INVESTMENTS	242958	02/07/2022	BL#30678-YR2022	REFUND OF OVERPAYMENT FOR BL#30678	\$211.69
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$211.69
SUNNYMEAD ACE HARDWARE	242983	02/14/2022	93846	MISC SUPPLIES FOR FIRE STATION 65	\$452.14
		02/14/2022	93760	MISC SUPPLIES FOR FIRE STATION 91	
		02/14/2022	93741	MISC SUPPLIES FOR FIRE STATION 6	
		02/14/2022	93728	MISC SUPPLIES FOR FIRE STATION 2	
		02/14/2022	93644	MISC SUPPLIES FOR FIRE STATION 2	
		02/14/2022	93832	MISC SUPPLIES FOR FIRE STATION 48	
	243040	02/28/2022	93940	MISC. SUPPLIES FOR PD	\$80.54
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,558.12
SYNERGY COMPANIES	243016	02/22/2022	MVU RES DI 01-22	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES-JAN22	\$1,990.27
Remit to: HAYWARD, CA					<u>FYTD:</u> \$239,041.02

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TALAVERA, ELIZABETH	243048	02/28/2022	8/18/21-11/4/21	MILEAGE REIMBURSEMENT - BUSINESS VISITS/CERT. PRESENTATION	\$95.20
Remit to: PERRIS, CA					<u>FYTD:</u> \$95.20
TENASKA ENERGY, INC	32964	02/14/2022	MOREN0005760003	RENEWABLE ENERGY-MV UTILITY	\$10,150.00
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$4,406,943.74
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	33026	02/22/2022	138792	FLEX AND COBRA ADMIN FEES-JAN 2022	\$1,466.75
Remit to: TEMECULA, CA					<u>FYTD:</u> \$402,693.17
THOMPSON COBURN LLP	33073	02/28/2022	3529968	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE/JAN. 2022	\$36.24
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$765.92
THOMSON REUTERS-WEST PUBLISHING CORP.	32966	02/14/2022	845807212	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-JAN. 2022	\$1,210.41
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$9,683.28
TIME WARNER CABLE	243017	02/22/2022	091922301020122	FIBER INTERNET ACCESS SERVICES - FEB. 2022	\$844.00
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$14,106.00
TKE ENGINEERING INC	242932	02/07/2022	2021-1103	PROPERTY DISPOSITION ADMINISTRATIVE SERVICES-NOV/DEC. 2021	\$5,800.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$175,564.76

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T-MOBILE USA	242984	02/14/2022	9483379587	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$1,230.00
		02/14/2022	9483379586	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
		02/14/2022	9483379484	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
		02/14/2022	9482745138	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
Remit to: SEATTLE, WA					<u>FYTD:</u> \$8,790.00
TORRES, CLAUDIA	33074	02/28/2022	3/8 - 3/10/22	TRAVEL PER DIEM - 2022 CPRS CONFERENCE & EXPO	\$146.63
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$146.63
TRENT DATA SYSTEMS, INC.	32967	02/14/2022	55644	TDS-NETCARE SOFTWARE MAINTENANCE RENEWAL 2022	\$10,498.60
Remit to: WESTLAKE VILLAGE, CA					<u>FYTD:</u> \$10,498.60
TRICHE, TARA	32968	02/14/2022	FEB. 2022	INSTRUCTOR SERVICES-BALLET & DANCE EXPLORATION CLASSES	\$1,436.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11,296.10
TRUEPOINT SOLUTIONS, LLC	33075	02/28/2022	22-0100	SUPPORT SERVICES DEC-21/JAN-22 - ACP/ACA SUPPORT & ENHANCEMENTS	\$1,462.50
Remit to: LOOMIS, CA					<u>FYTD:</u> \$13,087.50
TSG ENTERPRISES, INC. DBA THE SOLIS GROUP	32969	02/14/2022	8367	CITYWIDE PAVEMENT REHAB	\$6,681.00
		02/14/2022	8369	SR/60 MORENO BEACH IC PHASE 2	
		02/14/2022	8368	REHAB FOR VARIOUS STREETS	
Remit to: PASADENA, CA					<u>FYTD:</u> \$41,169.00

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

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>
TUCKER'S TAX SERVICE	242959	02/07/2022	4237	FORM 1098 FILING-CALENDER YEAR 2021	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
TUMON BAY RESORT & SPA	33076	02/28/2022	MAR. 2022 RENT	MAR. 2022 RENT (INCL. CAM, ETC) FOR BUSINESS & EMP. RESOURCE CTR	\$8,099.81
Remit to: TAMUNING, GU					<u>FYTD:</u> \$64,273.48
TWINING, INC.	33027	02/22/2022	89860	EUCALYPTUS AVE. LINE EXTENSION PROJECT SERVICES- THROUGH JAN 2022	\$4,312.10
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$7,861.62
U.S. POSTAL SERVICE	242985	02/14/2022	RECREATION GUIDE	PERMIT #153-DEPOSIT FOR POSTAGE TO MAIL RECREATON GUIDES	\$265.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20,265.00
ULTRASERV AUTOMATED SERVICES, LLC	33077	02/28/2022	257843	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	\$992.70
		02/28/2022	257848	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		02/28/2022	257909	COFFEE SERVICE SUPPLIES-ANNEX 1	
		02/28/2022	258062	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		02/28/2022	257892	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		02/28/2022	257898	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		02/28/2022	258053	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$8,230.50

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

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	32970	02/14/2022	1220210456 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC. 2021	\$168.40
		02/14/2022	1220210456 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC. 2021	
		02/14/2022	1220210456 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC. 2021	
		02/14/2022	1220210456 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC. 2021	
	242986	02/14/2022	dsb20206590 (d)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	\$124.53
		02/14/2022	dsb20206590 (b)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
		02/14/2022	dsb20206590 (a)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
		02/14/2022	dsb20206590 (c)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
Remit to: CORONA, CA					FYTD: \$2,614.04
UNITED ROTARY BRUSH CORP	33028	02/22/2022	CI278264	STREET SWEEPER BRUSHES & ACCESSORIES	\$4,082.64
		02/22/2022	CI278265	STREET SWEEPER BRUSHES & ACCESSORIES	
		02/22/2022	CI278803	STREET SWEEPER BRUSHES & ACCESSORIES	
		02/22/2022	CI279324	STREET SWEEPER BRUSHES & ACCESSORIES	
Remit to: DALLAS, TX					FYTD: \$35,051.05
UNITED SITE SERVICES OF CA, INC.	33078	02/28/2022	114-12849400	FENCE RENTAL AT ANIMAL SHELTER 02/10-03/09/22	\$106.40
Remit to: PHOENIX, AZ					FYTD: \$957.60
US BANK TRUST LSF9	242960	02/07/2022	BL#37702-YR2022	REFUND OF OVERPAYMENT FOR BL#37702	\$65.00
Remit to: ATLANTA, GA					FYTD: \$65.00
VALENCIA, MICHAEL JESSE	32900	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

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>
VALENZUELA, BRIANNA	32901	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
VARGAS, GIOVANNA	243000	02/14/2022	R21-160539	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSITS FOR 2 KITTENS	\$150.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$150.00
VAUGHN, ARLENE R	32902	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
VAUGHN, JOZLYN DEVINE	32903	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
VERDUZCO, INDA	32904	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
VISION SERVICE PLAN	33079	02/28/2022	814469525	EMPLOYEE VISION INSURANCE	\$3,437.93
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$30,661.78
VISTA PAINT CORPORATION	32971	02/14/2022	2022-358644-00	TRAFFIC PAINT SUPPLIES	\$2,644.28
Remit to: FULLERTON, CA					<u>FYTD:</u> \$29,819.01
VOICES FOR CHILDREN, INC.	32905	02/07/2022	5 / NOV-21	CDBG SUBRECIPIENT PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$2,172.50
	33029	02/22/2022	6 / DEC-21	CDBG SUBRECIPIENT PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$3,743.06
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$14,090.35

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VOYAGER FLEET SYSTEM, INC.	33030	02/22/2022	8693366022205	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,208.08
Remit to: HOUSTON, TX					FYTD: \$73,469.84
WAXIE ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	32906	02/07/2022	80633032	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	\$176.16
	33080	02/28/2022	80686164	JANITORIAL SUPPLIES FOR PD	\$1,955.48
		02/28/2022	80678895	JANITORIAL SUPPLIES FOR PD	
Remit to: LOS ANGELES, CA					FYTD: \$10,035.83
WELLS FARGO CORPORATE TRUST	33031	02/22/2022	2029670	TRUSTEE SERVICES FEE- 2007 CFD 87-1 IMP AREA 1	\$2,000.00
Remit to: LOS ANGELES, CA					FYTD: \$4,274,234.19
WEST COAST ARBORISTS, INC.	32907	02/07/2022	181330	TREE & STUMP REMOVAL-PARKS TREE MAINT. PROGRAM	\$1,040.00
	33032	02/22/2022	181329	TREE TRIMMING/REMOVAL SERVICES - ZONES D & NPDES WQB	\$17,239.00
		02/22/2022	181905	TREE REMOVAL SERVICES - CFD 2014-01 LM-01K	
Remit to: ANAHEIM, CA					FYTD: \$294,651.00
WEST COAST SHOPPING CART SERVICE, INC.	243018	02/22/2022	22-009	SHOPPING CART RETRIEVAL SERVICES-JAN. 2022	\$6,906.25
		02/22/2022	22-001	SHOPPING CART RETRIEVAL SERVICES-DEC. 2021	
Remit to: WEST COVINA, CA					FYTD: \$27,557.00

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022

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>
WESTERN MUNICIPAL WATER DISTRICT	243041	02/28/2022	23866-018292/JA2	WATER CHARGES-SKATE PARK	\$3,886.50
		02/28/2022	24753-018620/JA2	WATER CHARGES-M.A.R.B. BALLFIELDS	
		02/28/2022	23821-018257/JA2	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		02/28/2022	23821-018258/JA2	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$43,598.19
WHITING, GAMBRA	32908	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
WILLDAN ENGINEERING	32910	02/07/2022	00713504	PROJECT MANAGEMENT SERVICES-DEC. 2021/NSP CLOSEOUT, ETC.	\$675.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$445,718.74
WILLDAN FINANCIAL SERVICES	32911	02/07/2022	010-50130	PREPARATION OF DEVELOPMENT IMPACT FEE UPDATE-DEC. 2021 SERVICES	\$1,567.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$260,488.68
WSP USA, INC.	32912	02/07/2022	113220	MORENO MDP LINE F-18 AND F-19	\$6,955.30
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$68,764.84

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



**City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
XEROX CAPITAL SERVICES, LLC	33082	02/28/2022	014752974	COLOR COPIER LEASE/BILLABLE PRINTS-OCT. 2021-GRAPHICS DEPT.	\$7,105.55
		02/28/2022	014031416	COLOR COPIER LEASE/BILLABLE PRINTS-JUL. 2021-GRAPHICS DEPT.	
		02/28/2022	014973050	COLOR COPIER EQUIPMENT LEASE-NOV. 2021-GRAPHICS DEPT.	
		02/28/2022	014031417	COLOR COPIER EQUIPMENT LEASE-JUL. 2021-GRAPHICS DEPT.	
		02/28/2022	014263911	COLOR COPIER LEASE/BILLABLE PRINTS-AUG. 2021-GRAPHICS DEPT.	
		02/28/2022	014263912	COLOR COPIER EQUIPMENT LEASE-AUG. 2021-GRAPHICS DEPT.	
		02/28/2022	014507248	COLOR COPIER LEASE/BILLABLE PRINTS-SEP. 2021-GRAPHICS DEPT.	
		02/28/2022	014507249	COLOR COPIER EQUIPMENT LEASE-SEP. 2021-GRAPHICS DEPT.	
		02/28/2022	014973049	COLOR COPIER LEASE/BILLABLE PRINTS-NOV. 2021-GRAPHICS DEPT.	
		02/28/2022	015223865	COLOR COPIER LEASE/BILLABLE PRINTS-DEC. 2021-GRAPHICS DEPT.	
		02/28/2022	015223866	COLOR COPIER EQUIPMENT LEASE-DEC. 2021-GRAPHICS DEPT.	
		02/28/2022	015452645	COLOR COPIER LEASE/BILLABLE PRINTS-JAN. 2022-GRAPHICS DEPT.	
		02/28/2022	015452646	COLOR COPIER EQUIPMENT LEASE-JAN. 2022-GRAPHICS DEPT.	
		02/28/2022	170794193	COORDINATION & MOVEMENT CHARGES FOR MOVING COPIER LOCATION	
		02/28/2022	014752975	COLOR COPIER EQUIPMENT LEASE-OCT. 2021-GRAPHICS DEPT.	
	02/28/2022	170794194	COORDINATION & MOVEMENT CHARGES FOR MOVING COPIER LOCATION		

Remit to: PASADENA, CA FYTD: \$17,818.45

ZARATE JR, RAFAEL	243001	02/14/2022	R22-162393	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$65.00
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Remit to: MORENO VALLEY, CA FYTD: \$65.00

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



City of Moreno Valley
Payment Register
For Period 2/1/2022 through 2/28/2022

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>
ZENDEJAS, JENNICA	32913	02/07/2022	FEBRUARY 2022	MOVAL LEARNS-FEBRUARY 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
ZUMAR INDUSTRIES, INC.	33083	02/28/2022	95688	BEAUTIFY MOVAL ADOPTION PLAQUES	\$1,175.20
Remit to: SANTA FE SPRINGS, CA					<u>FYTD:</u> \$14,045.37
TOTAL CHECKS UNDER \$25,000					\$961,024.79
GRAND TOTAL					\$22,530,009.12

Attachment: February 2022 Payment Register (5670 : PAYMENT REGISTER - FEBRUARY 2022)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: April 19, 2022

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

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

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

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Janelle Bizzle
Management Aide

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. Personnel Changes for Staff Report 04.19.2022

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/12/22 12:41 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/12/22 12:44 PM

City of Moreno Valley
Personnel Changes –3/1/2022 to 3/31/2022
April 19, 2022

New Hires

Donna Meester, Parks & Community Services Deputy Director, Parks & Community Services

Crystal Sandoval, Associate Engineer, Public Works/Public Works – Land Development

Aubrey Alva, Administrative Assistant, Community Development/CD - Code

Jose Corona, Parks Maintenance Worker, Parks Maintenance, Parks & Community Services PCS – Park Maintenance

Adam Fernandez, Maintenance Worker, Public Works/Public Works – Maintenance & Ops

Oscar Hernandez, Parks Maintenance Worker, Parks Maintenance, Parks & Community Services PCS – Park Maintenance

Adrian Moya, Maintenance Worker, Public Works/Public Works – Maintenance & Ops

Jose Rendon, Parks Maintenance Worker, Parks Maintenance, Parks & Community Services PCS – Park Maintenance

Christopher Rodriguez, Maintenance Worker, Public Works/Public Works – Maintenance & Ops

Edward Dino Walker Jr, Parks Maintenance Worker, Parks Maintenance, Parks & Community Services PCS – Park Maintenance

Fidel Romero, Parks Maintenance Worker, Parks Maintenance, Parks & Community Services PCS – Park Maintenance

Promotions

Daniel Bustamante

From: Senior Payroll Technician, Financial & Management Services

To: Payroll Supervisor, Financial & Management Services

Jim White

From: Accounting Technician, Financial & Management Services/FMS - Financial Operations

To: Accounts Payable Supervisor, Financial & Management Services/FMS - Financial Operations

Melissa Elizondo

From: Accounts Payable Supervisor, Financial & Management Services/FMS - Treasury Operations

To: Senior Accountant, Financial & Management Services/FMS – Financial Operations

Julia Descoteaux

From: Associate Planner, Community Development Department/CDD – Planning
To: Senior Planner, Community Development Department/CDD – Planning

Serina Astorga

From: Management Aide, Financial Resources, Financial & Management Services Department
To: Executive Assistant I, Financial Operations, Financial & Management Services Department

Natalia Lopez

From: Management Assistant, Financial & Management Services/FMS – Financial Operations
To: Senior Management Analyst, Financial & Management Services/FMS – Financial Resources

Paulin Reyes

From: Parks Maintenance Worker, Parks and Community Services/PCS – Park Maintenance
To: Lead Parks Maintenance Worker, Parks and Community Services/PCS – Park Maintenance

Daniel Mendoza

From: Lead Parks Maintenance Worker, Parks and Community Services/PCS – Park Maintenance
To: Equipment Operator, Parks and Community Services/PCS – Park Maintenance

Victor Arreola

From: Maintenance Worker II, Public Works/Public Works – Maintenance & Ops
To: Equipment Operator, Public Works/Public Works – Maintenance & Ops

Martin Matus

From: Parks Maintenance Worker, Parks and Community Services/PCS – Park Maintenance
To: Lead Parks Maintenance Worker, Parks and Community Services/PCS – Park Maintenance

Transfers

Separations

Jenifer Sterling, Community Development/Animal Services

Brandon Schmidt, CDD/Community Enhancement

Khrystyne Villalobos, CDD/Animal Services

Tina Gallegos, CDD/Animal Services



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: April 19, 2022

TITLE: ACCEPT THE U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM PART 1 (ERAP1) REALLOCATION OF FUNDS

RECOMMENDED ACTION

Recommendations:

1. Accept the U.S. Treasury Emergency Rental Assistance Program Part 1 (“ERAP1”) Reallocation funds in the amount of \$163,970 and \$444,512, for a total of \$608,482.
2. Designate and authorize the Chief Financial Officer as authorized signatory to execute required Emergency Rental Assistance Program Part 1 (“ERAP1”) Reallocation documents.
3. Authorize a budget amendment as set forth in the fiscal impact section.
4. Authorize the City Manager to execute program management contracts with United Way of Inland Valleys and The Salvation Army to provide Financial Assistance and Housing Stability Services.
5. Authorize the City Manager to accept any additional redirected Emergency Rental Assistance Program funding from the U.S. Treasury and to amend said agreements necessary as additional funds are made available.

SUMMARY

On December 27, 2020, the U.S. Congress passed the Consolidated Appropriations Act of 2021 (the “2021 Act”) that included an appropriation of \$25 billion under part I of the Emergency Rental Assistance program (“ERAP1”) to assist households that are unable to pay rent or utilities as a result of the COVID-19 pandemic. All cities with a population

of over 200,000 received a direct allocation of ERAP funding. The City of Moreno Valley (“City”) received \$6,334,495 from the U.S Department of the Treasury (“USDT”) in January 2021.

On October 4, 2021, the U.S Department of Treasury published new guidance outlining the process for reallocating unspent or unallocated ERAP1 funds. As funds become available for reallocation, they will be distributed in tranches according to program specific priorities.

The City of Moreno Valley has received 2 tranches for a total of \$608,482.

DISCUSSION

The updated reallocation process guidelines required grantees that obligated 65% or more of their ERAP1 allocations as of September 30, 2021, to complete an Obligated Funds Certification form, certifying obligated funds. The City reported ERAP1 funds as 100% obligated as of November 15, 2021.

Additionally, grantees requesting reallocated ERAP1 funds on the first tranche were to submit a Request for Reallocated Funds form by November 30, 2021. Grantees were to consider the following when completing the form: (i) the level of need in the grantee’s jurisdiction, and (ii) the grantee’s actual capacity to deploy the requested funding.

The first tranche of available reallocated ERAP1 funds was distributed by the USDT based on information on requests received through November 30, 2021. Any requests received thereafter were to be used for the distribution of the second tranche of reallocated ERAP1 funds. The second tranche of available reallocated funds was distributed by the USDT based on information on requests received through January 21, 2022.

The City requested funding during both rounds of reallocation and will continue to request funding based on our program demand.

ERAP1 Reallocation Funding

In accordance with Department of Treasury reallocation process guidelines, the City of Moreno Valley completed an Obligated Funds Certification form, and a Request for Reallocated Funds form for both round 1 and round 2 reallocation funds.

As a result, the City of Moreno Valley was awarded \$163,970 and \$444,512 in ERAP1 round 1 and round 2 reallocation funds respectively. This allocation will allow the MoVal Rental Rescue Program to continue to provide Financial Assistance and Housing Stability Services without interruption.

The City will execute program management contracts with The Salvation Army and United Way of Inland Valleys to provide Financial Assistance and Housing Stability Services with the ERAP1 reallocation funds, the contracts will have values of \$200,000

and 400,000 respectively.

Proposed Sub-grantees

The City partnered with United Way of the Inland Valleys (“UWIV”) to carry out the Financial Assistance and Housing Stability Services activities relating to ERAP1 and ERAP2.

UWIV is currently managing the City’s Rapid Rehousing and Homeless Prevention activities under the City’s CARES Act Emergency Services Grants Program (“ESG-CV”), and the ERAP2 Program. UWIV has adequate systems, knowledgeable staff, and the experience necessary to successfully carry out the City’s homeless prevention programs. Additionally, the UWIV is also working with the County of Riverside with administering their ERAP programs.

The Salvation Army (“TSA”) has partnered with the City of Moreno Valley in similar programs such as the Hotel Vouchers Program, and the Rapid Rehousing & Homeless Prevention Program in collaboration with UWIV. TSA also possesses adequate systems, knowledgeable staff, and the experience necessary to successfully carry out the City’s homeless prevention programs.

ALTERNATIVES

The City Council has the following alternatives:

Alternative 1: Accept the U.S. Treasury ERAP1 Reallocation funds; designate and authorize the Chief Financial Officer as authorized signatory to execute ERAP1 Reallocation documents; authorize a budget amendment as set forth in the fiscal impact section; and authorize the City Manager to execute program management contracts with United Way of Inland Valleys and The Salvation Army to provide Financial Assistance and Housing Stability Services and amend agreements as necessary for additional funding made available. *Staff recommends this action because it complies Federal and State requirements and would allow the City to provide our community with rental assistance programs.*

Alternative 2: Decline the U.S. Treasury ERAP1 Reallocation funds; do not designate and do not authorize the Chief Financial Officer as authorized signatory; do not authorize a budget amendment as set forth in the fiscal impact section; and do not authorize the City Manager to execute program management contracts with United Way of Inland Valleys and The Salvation Army to provide Financial Assistance and Housing Stability Services. *Staff DOES NOT recommend this action because it would not allow the City to provide our community with two rental assistance programs.*

FISCAL IMPACT

The acceptance of the U.S. Treasury ERAP1 Reallocation funds round 1 and 2 in the amount of \$608,482, and authorization to administer a local program will generate the

following fiscal impact:

There is **NO FISCAL IMPACT TO THE GENERAL FUND.**

Description	Fund	GL Acct No.	Type (Rev/Exp)	FYI 21/22 Budget	Proposed Adjustments	FY 21/22 Amended Budget
Federal Revenue	2300	ERA	Rev	\$ 6,334,495	\$ 608,482	\$ 6,942,977
Administration Expenditure	2300	ERA	Exp	\$ 194,495	\$ 8,482	\$ 202,977
Program Expenditure	2300	ERA	Exp	\$ 6,140,000	\$ 600,000	\$ 6,740,000

NOTIFICATION

Publication of the City Council 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

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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on the left hand side of this document for the necessary attachment.

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/08/22 2:46 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/12/22 12:26 PM



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: April 19, 2022

TITLE: AUTHORIZATION TO CONTINUE TWO HOMELESS ASSISTANCE PROGRAMS TO ASSIST WITH ADDRESSING HOMELESSNESS

RECOMMENDED ACTION

Recommendations:

1. Authorize the City to continue collaborating with The Salvation Army on two programs aimed at providing members of the community who are experiencing homelessness access to essential services and employment; and
2. Authorize the City Attorney to prepare revised agreements with The Salvation Army for case management services and oversight of the daily operations of both programs, the "Homeless Assistance Program" and the "Homeless To Work Program"; and
3. Authorize the City Manager to execute revised agreements; and
4. Authorize the Chief Financial Officer to implement the budget allocation as set forth in the fiscal impact section.

SUMMARY

This report authorizes the City to continue collaborating with The Salvation Army (TSA) in the "Homeless Assistance Program" and the "Homeless To Work Program". These programs will provide members of the community who are experiencing homelessness access to essential services and part-time employment so they may transition out of homelessness.

DISCUSSION

In 2017, Council approved the creation of the Homeless to Work Program, which has been funded by Community Development Block Grant (CDBG) funds from the Housing and Urban Development department of the Federal Government. The annual allocation of CDBG funding is usually around \$100K. These funds are highly restrictive and can only be utilized in certain areas of the city. Therefore, staff is seeking approval to move the program to the general fund.

In 2020, Council approved the creation of the Homeless Assistance Program, which was only for two years and funded by the general fund.

Both of these programs have been successful and staff is seeking to continue the programs in collaboration with the Salvation Army.

ALTERNATIVES

1. Approve the 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.*

FISCAL IMPACT

The fiscal impact of these programs are reflected below:

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 22/23 Proposed Budget Adjustment	FY 23/24 Proposed Budget Adjustment	FY 24/25 Proposed Budget Adjustment
Homeless Assistance Program	General	1010-30-35-25011 FMS Projects	Exp	\$100,000	\$100,000	\$100,000
Homeless To Work Program	General	1010-30-35-25011 FMS Projects	Exp	\$100,000	\$100,000	\$100,000

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

Department Head Approval:
Brian Mohan
Assistant City Manager

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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on the left hand side of this document for the necessary attachment.

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/13/22 12:22 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/13/22 1:47 PM



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: April 19, 2022

TITLE: COMPLY WITH THE STATE'S UNFUNDED MANDATES IN SENATE BILL 1383 MANDATORY ORGANIC WASTE DISPOSAL REDUCTION LEGISLATION

RECOMMENDED ACTION

Recommendations:

1. Authorize the Purchasing and Sustainability Manager to file the necessary documents with the California Department of Resources Recycling and Recovery (CalRecycle), which is California's regulatory, compliance and enforcement division; and
2. Approve Resolution No. 2022-XX Adopting the Adjustment for the Solid Waste and Recycling Services; and
3. Approve and Authorize the City Manager to finalize the administrative details and execute the Third Amendment and Restatement of the Solid Waste and Recycling Franchise Agreement, subject to the approval of the City Attorney.

SUMMARY

Senate Bill 1383 Mandatory Organic Waste Disposal Reduction Legislation, mandates Cities to reduce the amount of organic waste being disposed of in landfills. This Bill also mandates local jurisdictions amend the franchise agreement with their waste haulers. Therefore, this report recommends the City Council approve the Third Amendment and Restatement of the Solid Waste and Recycling Franchise Agreement with USA Waste of California, Inc. to comply with the State's Senate Bill 1383 Mandatory Organic Waste Disposal Reduction Legislation.

DISCUSSION

On December 7, 2021, Council approved Ordinance No. 983, amending the City of Moreno Valley's Municipal Code Title 6, adding Chapter 6.03 Mandatory Organic Waste Disposal Reduction Requirements, which was a State mandate under Senate Bill 1383 (SB 1383).

Another unfunded State mandate under SB 1383 mandates that Cities along with their Waste Haulers provide services to their residential and commercial waste generators to reduce the amount of organic waste being disposed of in landfills.

The City of Moreno Valley has an exclusive franchise agreement with USA Waste of California, Inc. for the collection and handling of solid waste, green waste, and recycling within the City (collectively, "solid waste"). The current Agreement is scheduled to expire on June 30, 2022, with a seven-year automatic extension beginning July 1, 2022, making the remaining term of the Agreement seven years from the date of the automatic extension. The Third Amendment will extend the term of the Agreement with USA Waste of California, Inc. for an additional (10) ten-years, July 1, 2022 through June 30, 2032, with an automatic (10) ten-year extension at the expiration.

The City approached our waste hauler to initiate a discussion to comply with state-mandated regulations (AB 341, AB 1826, and SB 1383). To meet the mandated requirements, the City must initiate the Third Amendment and Restatement of the Franchise Agreement for Solid Waste Handling Services.

New programs and services recommended by staff will be included as part of the Amendment while assisting to bring the City in compliance with the unfunded mandates imposed by the State, as well as enhancing existing solid waste programs. The Amendment rests on several key areas of change, all aimed at improving service and terms between each entity. These key areas are as follows:

State Mandated Requirements:

In addition to the incentivized and new solid waste diversion programs, as discussed above, the Amendment maintains the City's existing solid waste regulatory requirements, including those highlighted below:

- **AB 341 & AB 1826 - Mandatory Commercial Recycling (MCR) and Mandatory Organics Recycling (MORe):** WM has agreed to make a good faith effort to assist the City with all requirements of AB 341 and AB 1826 concerning State-Mandated waste stream diversion programs. The collection of organic materials has been added to meet new state-mandated requirements.
- **SB 1383 - Residential Organics Recycling:** City and WM acknowledge and agree SB 1383 will require the implementation of additional Organics recycling programs. WM will design a program for the curbside collection of food waste generated from single-family dwellings. The collection of organic materials has

been added to meet new state-mandated requirements.

- **Contamination:** Recycled materials may not have any more than 10% Non-Recyclables or Non-Organics or any Exempt Waste. Carts or Bins with more than 10% Non-Recyclables or Non-Organics may be delivered to the designated transfer or disposal facility for disposal and WM may charge residential and/or commercial customers an extra Pickup/Contamination fee per occurrence.

Clean City Initiatives:

- **Franchise Fee:** The Amendment increases the existing 12.13% franchise fee up to 12.5% on gross receipts, less landfilling fees. *(Please note that franchise fee change will not increase customer rates beyond Consumer Price Index (CPI) increases).*
- **Extension Fee:** In consideration of the City extending the franchise agreement with WM, they will provide a one-time lump sum payment in the amount of \$6,000,000 to the City. This onetime lump sum payment will be utilized to fund Personnel, projects, and programs within the City.
- **SB 1383 Program Implementation Fees:** WM will contribute \$100,000 per year, in increments of \$25,000 per quarter (for the term of the contract) used for the City's solid waste/recycling programs.
- **Administrative Cost Reimbursement:** WM will contribute \$150,000 annually (for the term of the contract) towards the cost (salary and benefits) for City employees engaged in providing public information, outreach, education, and assistance related to solid waste handling services. *(Please note, this amount is adjusted by Consumer Price Index (CPI) increases)*

Contract Waste Diversion Program Recommendations:

- **Litter Abatement Partnership:** City and WM shall work cooperatively to improve Beautify MoVal Roads to address litter abatement in the City. At no charge to the City, WM shall provide City with one collection vehicle and four (4) staff members for eight (8) hours per month to assist with City's litter abatement efforts. City will coordinate with WM to identify target areas for litter collection,
- **Bulky Item Pick-up:** WM will provide residents with four (4) free bulky item pick-up services a year. WM will also provide five (5) free bulky item pick-up services to multifamily and commercial properties. Bulky items include large household items, electronic waste, appliances, and furniture.
- **Illegal Dumping:** WM will arrange to remove and dispose of illegally dumped materials located within 25 feet of the public right-of-way in the City, within two (2) business days from its observation of the illegally dumped Solid Waste or a

request for removal from the City.

All Waste Diversion Programs and fees listed above are contingent upon an approved negotiated Agreement between the City and WM within these parameters. Waste Diversion Programs are subject to change depending on the need of residents and the business community.

Continued Waste Diversion Programs:

- **Holiday Tree Collection:** WM to continue to collect and recycle natural, undecorated trees disposed of for two (2) weeks following the holiday season.
- **Used Oil Residential Collection Pickup:** WM to continue to collect used oil left at the curbside by Single Family Dwelling Customers and by Multi-Family Dwelling Customers in a container provided by WM, on the normal collection day.
- **City Event Collection:** WM will provide solid waste, organic waste, and recyclable materials collection at all City-sponsored events at no cost.

Rates:

The Agreement indicates that upon request from the Franchisee and subject to the approval of the City Council, which approval shall not be unreasonably withheld, the Contractor Service Rates shall be adjusted to reflect changes in the CPI.

The proposed solid waste rate adjustment outlined in the attached resolution will allow the City of Moreno Valley to comply with unfunded State Mandate SB 1383 and continue to provide quality comprehensive solid waste services to our community. The adjusted rates are increased based upon changes in CPI, changes in landfill rates, and changes in green waste processing costs, as applied to actual tonnages of trash and organics waste collected in the City of Moreno Valley.

The City of Moreno Valley engaged HF&H Consultants, LLC (HF&H) to assist in the review of Waste Management's rate adjustment request. HF&H found WM to be materially in compliance with the compensation methodology within the Agreement.

ALTERNATIVE

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the City of Moreno Valley to be in compliance with the new State mandate SB 1383.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as the City will not be in*

compliance with SB 1383. If the City of Moreno Valley fails to comply with state mandate, the City will be subject to a \$10,000 fine per day by CalRecycle for noncompliance.

FISCAL IMPACT

With the approval of the Third Amendment and Restatement of the Waste Management Franchise Agreement, staff is requesting the approval of the following FY 22/23 budget appropriations/adjustments in anticipation of receiving additional funding to support Food Recovery Programs, SB 1383 Program, Extension Fee, and Administrative Cost Reimbursement:

Description	GL Account No.	Type (Rev/Exp)	FY 22/23 Approved Budget	FY 22/23 Proposed Amendment	FY 22/23 Amended Budget
Moreno Valley Foundation Donations	4016-16-18-16311-580200	REV	\$0	\$6,000,000	\$6,000,000
Moreno Valley Foundation Donations	4016-16-18-16311-620199	EXP	\$300,000	\$6,000,000	\$6,300,000
Non-Dept. General Fund Franchise Fees	1010-99-99-91010-500010	REV	\$6,520,000	\$12,588	\$6,532,588
FMS Purchasing Solid Waste Reimbursement Agreement	1010-30-34-45310-500600	REV	\$121,200	\$250,000	\$371,200
FMS Purchasing Solid Waste Contractual Svs	1010-30-34-45310-625099	EXP	\$90,000	\$250,000	\$340,000

NOTIFICATION

Publication of Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Mitchell Quiñonez
Management Assistant

Department Head Approval:
Brian Mohan
Assistant City Manager/CFO

Concurred By:
Felicia London
Purchasing and Sustainability 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. Moreno Valley - Third Amendment v.6 4.4.22 Draft Version
- 2. Resolution
- 3. 2022 Moreno Valley Rate Sheet Exhibit C

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/13/22 8:32 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/13/22 9:08 AM

THIRD AMENDMENT AND RESTATEMENT OF THE
AGREEMENT BETWEEN
THE CITY OF MORENO VALLEY AND
WASTE MANAGEMENT OF THE INLAND EMPIRE

A division of
USA WASTE OF CALIFORNIA, INC.
(a Delaware Corporation)

FOR
THE PROVISION OF
INTEGRATED WASTE MANAGEMENT SERVICES

JULY 1, 2022

Attachment: Moreno Valley - Third Amendment v.6 4.4.22 Draft Version (5750 : COMPLY WITH THE STATE'S UNFUNDED MANDATES IN

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EXHIBIT B. SPECIAL WASTES

EXHIBIT C. 2021/2022 RATE SHEET

DRAFT

Attachment: Moreno Valley - Third Amendment v.6 4.4.22 Draft Version (5750 : COMPLY WITH THE STATE'S UNFUNDED MANDATES IN

**THIRD AMENDMENT AND RESTATEMENT OF
THE AGREEMENT BETWEEN THE CITY OF
MORENO VALLEY AND USA WASTE OF
CALIFORNIA, INC., A DELAWARE
CORPORATION, DBA WASTE MANAGEMENT
OF THE INLAND EMPIRE FOR THE PROVISION
OF INTEGRATED WASTE MANAGEMENT
SERVICES**

This Third Amendment and Restatement of the Franchise Agreement ("Agreement") is entered into this 1st day of July 2022, by and between the City of MORENO VALLEY ("City") and USA Waste of California, Inc., a Delaware Corporation, dba Waste Management of the Inland Empire (Contractor), for Integrated Waste Management Services.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste and construction debris handling within their jurisdictions; and

WHEREAS, Pursuant to California Public Resources Code Section 40059 (a)(1), the City Council of City has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified enterprise for the collection, transportation; recycling, composting, and disposal of Solid Waste from commercial and residential premises in City; and

WHEREAS, the City Council of City declares its intention of maintaining reasonable rates for the collection, transportation, recycling, composting, and disposal of Solid Waste and construction debris and for providing temporary bin/roll-off services to commercial and residential premises within City of MORENO VALLEY; and

WHEREAS, City and Contractor entered into a Franchise Agreement ("1991 Agreement") on April 16, 1991 for the Collection, Transportation, Recycling and Disposal of Solid Waste within City; and

WHEREAS, said "1991 Agreement" was mutually amended and restated on March 26, 2002 and the second amendment and restatement on June 10, 2008; and

WHEREAS, City and Contractor wish to further amend and restate the "1991 Agreement" as amended and restated on March 26, 2002 and the second amendment and restatement on June 10, 2008; and

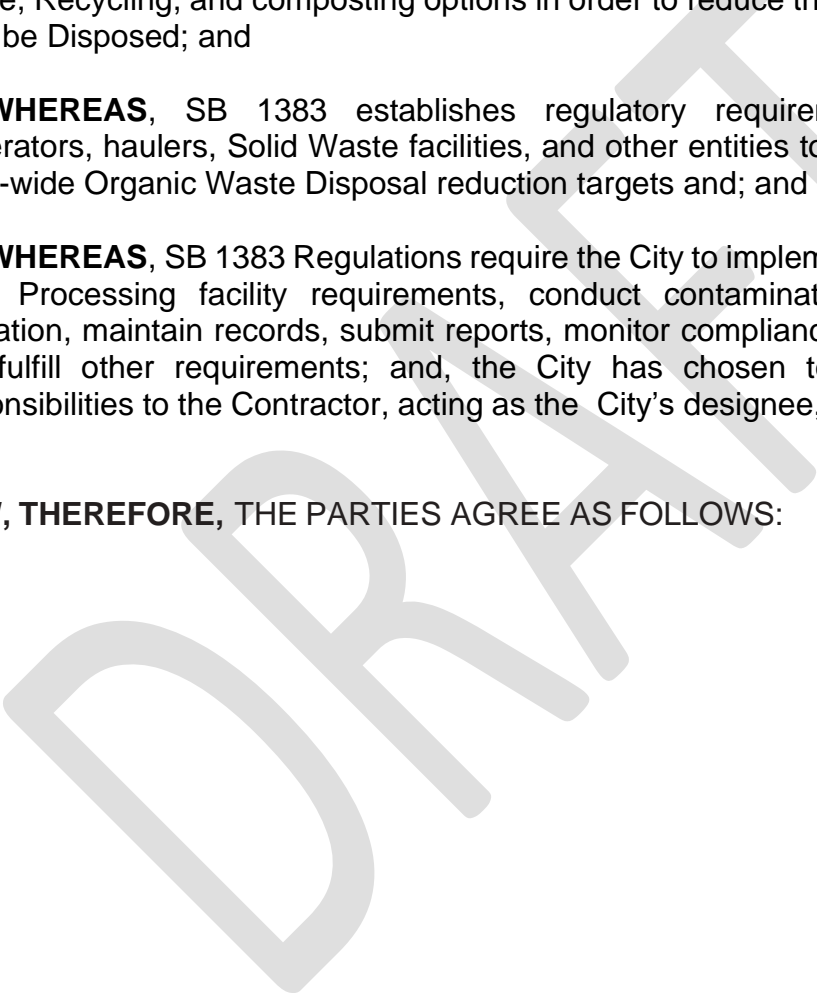
WHEREAS, the State of California has found and declared that the amount of Solid

Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has enacted AB 939 and subsequent related legislation including, but not limited to the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets and; and

WHEREAS, SB 1383 Regulations require the City to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, through this Agreement; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:



Attachment: Moreno Valley - Third Amendment v.6 4.4.22 Draft Version (5750 : COMPLY WITH THE STATE'S UNFUNDED MANDATES IN

SECTION 1. GRANT OF EXCLUSIVE FRANCHISE

This Agreement grants an exclusive franchise as provided herein and pursuant to Moreno Valley Municipal Code Chapter 6.02 (herein after, Chapter 6.02), of the City of Moreno Valley (hereinafter referred to as "City") and the California Public Resources Code Section 40059 (a)(1) to USA Waste of California, Inc., a Delaware Corporation, dba Waste Management of the Inland Empire (hereinafter referred to as "Contractor") for the collection, transportation, recycling, composting, and disposal of Solid Waste, Recyclable Solid Waste, Green Waste, Special Waste and Construction and Demolition Waste and for providing temporary bin/roll off services for all commercial and residential premises within City (hereinafter referred to as "Integrated Waste Management Services"). City reserves the right to amend Chapter 6.02 6.03 and the terms of this Agreement in any manner necessary for the safety or welfare of the public or to protect the public interests. This Agreement shall be in force and effect beginning July 1, 2022, within the corporate limits of City as they now or may hereafter exist, as shown in Exhibit "A", Franchise Area.

SECTION 2. DEFINITIONS

Whenever any term used in this Agreement has been defined by Chapter 6.02, 6.03, California Public Resources Code, or California Code of Regulations, the definitions in Chapter 6.02, 6.03, Public Resources Code, or the California Code of Regulations shall apply unless the term is otherwise specifically defined in this Agreement.

"AB 341" means the Assembly Bill 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, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

"AB 876" means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

"AB 901" means Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 939" shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

“AB 1594” means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

“AB 1826” means the Assembly Bill 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.

“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).

“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.

"Bins or Commercial Bins" shall mean those containers provided by Contractor for commercial and multi-family residential premises. Bins are of two types: (1) Front-end containers (usually 3 cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (2) Roll-off containers (usually 40 cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

"Bulky Waste" means discarded furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators with Freon, ranges, washers, dryers, water heaters, dishwashers, air conditioner units with CFCs, televisions, electronic appliances, small household appliances and other similar items commonly known as "white goods"), waste tires (up to four per individual request), and oversized yard wastesuch as tree trunks and large branches if no larger than two feet (2) in diameter and four feet (4) in length and similar large items discarded from residential service recipients; "Bulky waste" does not include large items such as car bodies, camper shells, mobile homes, trailers, Jacuzzi tubs or spas, or any other items that cannot be safely lifted and collected by one person. In addition, bulky wastes do not include any hazardous waste, special waste, or any other item or items that in the future may be banned by regulation.

“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 on jurisdictions and other regulated entities.

"City Limits" means the boundaries of the City - together with all amendments and changes thereto, which boundaries are shown by maps incorporated herein by reference and which are on file in the office of the City Clerk of the City Council.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-

stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, as defined in 14 CCR Section 18982(a)(6), with the exception that Multi-Family is excluded from the definition of Commercial Business for the purposes of this Agreement.

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

"Commercial Premises" means all premises in the City other than residential premises. The term "Commercial Premises" includes, but is not limited to, stores; offices; federal, state, county and local governmental facilities, including, but not limited to schools, school district offices, special districts and water districts (to the extent provided by law); restaurants; rooming houses; hotels; motels; churches; manufacturing, processing, assembly shops or plants, or other industrial facilities; hospitals; clinics; and convalescent centers and nursing homes (non-medical waste only).

"Commercial Solid Waste" means all types of Solid Waste, including Green Waste and Recyclable Solid Waste, but no hazardous waste or medical waste generated or accumulated at Commercial premises. Commercial Solid Wastes does not include Residential Solid Waste from Single Family Premises.

"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); as defined in 14 CCR Section 18982(a)(8).

"Construction and Demolition Waste" means discarded building materials, recyclable construction and demolition materials, wood, packaging, plaster, rock or brick, drywall, cement and rubble resulting from construction, remodeling, repair, and demolition operations. "Construction and Demolition Waste" does not include asbestos-containing materials or asbestos waste. For purposes of this Agreement, Construction and Demolition Waste shall be considered Solid Waste or Recyclable Solid Waste.

"Contractor" means USA Waste of California, Inc. a Delaware Corporation, dba Waste Management of the Inland Empire the entity granted the Franchise pursuant to this Agreement.

"CPI" shall mean the Consumer Price Index as determined by the United States Department of Labor, Bureau of Labor Statistics. For the purposes of this agreement, "CPI" shall refer to the Consumer Price Index for all Urban Consumers for the Los Angeles-Riverside-Orange County area.

"Curbside" means a location for placement of containers that provides for safe and

efficient access by collection equipment.

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

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

“Food Recovery Organization” means an entity that primarily 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, including, but not limited to:

- a. A food bank as defined in Section 113783 of the Health and Safety Code;
- b. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- c. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

“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).

“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-Soiled Paper” means 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 Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics.

"Franchise" means the exclusive right and privilege granted by this Agreement.

"Franchise Fee" means the fee or assessment imposed by the City on Contractor for the privilege of providing services pursuant to this Agreement and which, among other things, is also intended in part to offset the City's expense in administering this franchise and to compensate City for damage to its streets, sidewalks, curbs and gutters and other infrastructure resulting from Contractor's exercise of this franchise, the expenses of administering the program, reporting requirements under AB 939 and other related expenses.

“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(a)(29) and shall be used for the purpose of storage and Collection of SSGCOW.

"Green Waste or Yard Waste" means leaves, grass, clippings, brush and branches generated from landscapes or gardens at Residential or Commercial Premises, and incidental pieces of untreated scrap lumber no longer than twenty-four inches (24"), separated from other Residential Solid Waste. Green Waste includes Holiday Trees but does not include stumps or branches exceeding four inches (4") in diameter or four feet (4') in length or palm tree fronds.

"Green Waste Containers" means containers provided and owned by the Contractor for service recipients for the temporary accumulation of Green Waste.

"Hazardous Waste" means any substance, waste or mixture of wastes defined as a Hazardous Substance or Hazardous Waste pursuant to the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § § 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et seq., and all future amendments to either of them, or as defined by regulations promulgated by the State of California. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or Solid Waste, the term Hazardous Waste shall be construed to have the broader, more encompassing definition.

“High Diversion Organic Waste Processing Facility” means a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a)(33).

“Mulch” means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4)

“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. References to “Multi-Family Dwelling Unit” refer to an individual residential unit of the Multi-Family Premises.

"Multi-Family Bins" means containers (usually 3 cubic yards in size) intended to be utilized for the temporary accumulation and collection of Residential Solid Waste from Multi-Family Units.

"Multi-Family Premises" means residential units of five (5) units or more such as apartments, condominiums and townhouses, other than Single Family Premises, which

typically utilize Multi-Family Bins, for the temporary accumulation and collection of Residential Solid Waste.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, bio-solids, digestate, and sludge’s, as defined in 14 CCR Section 18982(a)(46). Bio-solids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

“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.

“Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, as defined in 14 CCR Section 17402(a)(20).

“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 City’s Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the City’s Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in City’s Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.

“Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

"Recyclable Material" means a commodity which is sold for compensation (i.e. the generator receives a payment from the recycler net of any transportation or processing costs), or given away, but which is not discarded into the residential waste stream. A

Recyclable Material which is not sold for compensation or given away, or which is discarded into the residential waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to this Agreement.

"Recyclables" shall mean products or substances, including but not limited to paper, cardboard, metal, glass, plastic, or other substances capable of being re-processed, reused or resold, which have passed through their originally intended usage.

"Recyclables Containers" shall mean containers provided and owned by Contractor for service recipients for the temporary accumulation of the Recyclable Solid Waste.

"Recyclable Solid Waste" shall mean Solid Waste which contains Recyclables separated from the remaining Solid Waste stream in Recyclables Containers, except those Recyclables which are sold for compensation or given away by the waste generator.

"Recycled" means the act of having processed Recyclable Solid Waste into a form suitable for reuse and having marketed those processed materials for a use consistent with the requirements of AB 939. The act of marketing does not require that revenue be generated from the processed materials.

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, as defined in 14 CCR Section 18982(a)(62).

"Residential Premises" includes Single Family Premises, Multi-Family Premises, including apartments and condominiums, but does not include hotels or motels.

"Residential Solid Waste" means all types of Solid Waste, including any household products with the characteristics of Hazardous Waste which may be found to have been placed in the residential Solid Waste stream, including Green Waste and Recyclable Solid Waste placed for collection by service recipients, which originates from Single Family or Multi-Family Premises located within the City and which is to be collected pursuant to this Agreement.

"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" refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended

portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” or “Self-Haul” means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, as defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

"Shared Bin Service" means commercial premises that generate very small quantities of Solid Waste may be allowed to share a bin with neighboring commercial businesses as deemed appropriate by the Contractor. Shared Bin Service shall designate one individual or entity as the responsible party for payment of the monthly bill. Any shared account shall have prior approval by the Contractor.

“Single-Family” or “Single-Family Dwelling” or “SFD” means any residential Premises with less than five (5) units.

"Single-Family Containers" means any container for the temporary accumulation and collection of Solid Waste, source-separated Recyclable Solid Wastes, and source-separated Green Waste delivered by Contractor to Single Family Premises covered by this Agreement. Contractor shall retain ownership of all Containers, which it delivers to service recipients.

"Single-Family Premises" generally means a detached building, or each unit of multi-family dwelling (having 4 or fewer distinct living units), with kitchen facilities, which utilizes one or more Solid Waste containers or cans, but not a Multi-Family Bin, for the temporary accumulation and collection of Residential Solid Waste.

"Solid Waste" shall mean all waste that is acceptable for disposal in a Class III Landfill, not including Special Waste as defined herein and/or waste designated for Class I or Class II Landfills.

“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).

“Source Separated Blue Container Organic Waste” or “SSBCOW” means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); as defined by 14 CCR Section 17402(a)(26.7). The accepted types of SSBCOW and process for modifying the accepted types of SSBCOW are specified in Article 5. Paper Products and Printing and Writing Papers, when source separated, shall be considered SSBCOW.

“Source Separated Green Container Organic Waste” or “SSGCOW” 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 SSBCOW. The accepted types of SSGCOW and process for modifying the accepted types of SSGCOW are specified in Article 5. SSGCOW is a subset of Organic Waste.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and SSBCOW. The accepted types of Source Separated Recyclable Materials and process for modifying the accepted types of Source Separated Recyclable Materials are specified in Article 5.

"Special Wastes" shall mean all the items and materials, which are set forth in Exhibit B, Special Wastes.

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. 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.
- G. A local education agency with an on-site food facility.

SECTION 3. ACCEPTANCE: WAIVER

Contractor agrees to be bound by and comply with all requirements of the City of Moreno Valley Municipal Code Chapter 6.02, 6.03, and this Agreement. As of the effective date of this Agreement, Contractor agrees that, as part of the consideration for entering to this Agreement, upon execution of this Agreement Contractor does not have any right or claim to serve City or any part of City with regard to continuation rights under Section 49520 of the Public Resources Code.

SECTION 4. FRANCHISE AREA

The Franchise Area granted by this Agreement shall include all Commercial and Residential premises located within the corporate boundaries of City, as they now or may hereafter exist.

SECTION 5. SERVICES PROVIDED BY CONTRACTOR

A Single Family Premises. Contractor shall provide 100% automated services using a Single Family Container system for Solid Waste (refuse), Recyclable Solid Waste (recyclables) and Green Waste. Mechanized shall mean that Contractor shall provide collector trucks that are capable of picking up containers, emptying them into collector trucks and then returning them to the curbside.

Parameters of this service shall include:

1. Weekly Service. Once each week, Contractor shall collect the Solid Waste, Recyclable Solid Waste and Green Waste (except bulky items and household hazardous waste, subject to terms hereinafter) which have been placed, kept, or accumulated in Single Family Containers (provided by Contractor) at Single Family Premises and placed at curbside prior to Contractor's normal weekly collection time. All Solid Waste, Green Waste and Recyclable Solid Waste must be placed within containers at curbside, without obstructions, to permit collection. City agrees to use its best efforts to enforce parking and other ordinances to facilitate this curbside collection system. Contractor may negotiate and bill for special pickup procedures above and beyond the normal services described above with customers for an additional fee in an amount approved by the City Manager.
2. Collection Containers. Contractor will provide each Single-Family Premises with three (3) containers each: one 96-gallon for Solid Waste, one 96-gallon for Recyclable Solid Waste, and one 96-gallon for Green Waste collection. The basic charge for single-family service shall include these three (3) sized containers. A customer may request a 64-gallon Recyclable Solid Waste container in lieu of the 96-gallon recyclable container without any change in the basic rate for service. A customer may also request a 64-gallon container for green waste in addition to the 96-gallon provided green waste container for no additional charge. If a customer requests additional

containers beyond that stated above, Contractor will charge the appropriate monthly fee, as set forth in Exhibit "C" of this Agreement. An alternate 64-gallon sized container for Solid Waste or Green Waste shall be available for a customer where on-site space is limited and shall be charged at the same monthly rate as the 96-gallon container. The Contractor shall, at no charge, repair or replace any provided container, which becomes unusable by reason of wear and tear. Contractor shall charge the actual replacement or repair cost to each Single-Family Premise, however, for replacement or repair of provided containers, which are stolen or damaged beyond repair. Notwithstanding the foregoing, any reference to the capacity or volume of Containers in this Agreement shall be approximations, as actual volume may vary by depending on manufacturer.

Effective January 1, 2022, contractor shall demonstrate good faith in phasing out the traditional Maroon, Grey, and Green single-family residential containers, to be in compliance with the state mandated Grey, Blue, and Green containers. Notwithstanding the foregoing, Contractor is not required to replace functional containers that do not comply with the color requirements under this Agreement and applicable law prior to the end of the useful life of such containers, or January 1, 2036, whichever comes first.

- B. Multi-Family Premises. Contractor shall provide bin service for all Solid Waste, Green Waste and Recyclable Solid Waste generated at all Multi-Family Premises. Parameters of the service shall include collection and recycling programs as follows:
1. Multi-Family Weekly Service. Not less than once per week, and more frequently if required to handle the waste stream of the premises where the bins are located, Contractor shall collect the Solid Waste (including bulky items which have been placed in a closed bin), Green Waste and Recyclable Solid Waste which have been placed for collection in Multi-Family Bins.
 2. Optional Multi-Family Service. Where space prohibits collection by Multi-Family Bins, by mutual consent between the City and the Contractor, Multi-Family Premises, may receive Single Family service as outlined above for the same rates as approved for Single Family Premises.
- C. Commercial Premises. Not less often than once per week, and more frequently if required to handle the waste stream of the Commercial Premises where the bins are located, Contractor shall collect the Solid Waste, Green Waste, and Recyclable Solid Waste, which have been placed for collection in Commercial Bins.
- D. Construction and Temporary Bin/Roll-off Services. Contractor shall provide construction and temporary bin/roll-off services upon request of a customer.

E. AB 341, AB 1826, and SB 1383 Compliance Requirements.

1. Collection of Organics: Contractor shall provide organics collection service to all single-family residential, multi-family, and commercial properties. Properties may be exempt through City's Self-Haul permit program or proof of exemption via City managed AB 341, AB 1826, and SB 1383 Implementation tracking.
2. Annual Notice of Requirements. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.
3. Billing Inserts. Upon City request, Contractor agrees to insert and distribute brochures, newsletters, or other information developed by the City as inserts in Contractor's Customer invoices at no additional charge to the City. Upon City's request, Contractor shall be responsible for printing the bill inserts. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information developed by the City as attachments to Customer invoices at no additional charge to the City. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City's request for such inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.
4. Multi-Family and Commercial Customer Signage. Contractor shall provide all Multi-Family and Commercial Customers with Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste or Mixed Waste program guidelines, including posters to be placed in Collection areas and enclosures and other community areas at each Premises or building where Discarded Materials are stored.
5. Annual Multi-Family Dwelling Unit Notices. Prior to the Commencement Date of this Agreement, Contractor shall obtain and track in its Customer information system(s) the number and addresses of dwelling units at each Multi-Family Premises serviced by Contractor. Contractor shall maintain this database by auditing the data at least once every 2 years. At least annually, commencing no later than January 1, 2022, Contractor shall prepare and distribute notices to each Multi-Family Dwelling Unit at Multi-Family Premises serviced by Contractor. The annual notices shall be a minimum of 4 pages (which may include the front and back of a single printed sheet), and shall

include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; City and State requirements to properly separate Discarded Materials (such as requirements of the City Code and of State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383); instructions on properly separating materials; waste prevention; services available; and any other information required by the City or by State regulations (including SB 1383 Regulatory requirements for education, pursuant to 14 CCR, Division 7, Chapter 12, Article 4). As an alternative, Contractor may comply with these requirements through preparation and distribution of an annual newsletter distributed to each Multi-Family Dwelling Unit that provides the same information. Contractor shall make notices and newsletters available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the notices rather than a printed version, if requested by the Customer.

6. Beginning July 1, 2022, and annually thereafter, Contractor representative shall follow up with Multi-Family and Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383 and corresponding regulations. The Contractor shall ensure that these Generators are participating in the Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor representative shall assist the Customers with selecting appropriate Containers and Container sizing, identify acceptable Discarded Materials Collection services as set forth in the Agreement, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and SSGCOW Collection service. Contractor shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi-Family Customers' staff, including but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.
7. Contractor shall, at its sole expense, participate in and/or plan, organize, and conduct direct Generator outreach, including, but not limited to: workshops, community events, and meetings to support Generator compliance with the Source Separated Recyclable Materials and SSGCOW separation and Collection program participation requirements under this Agreement, and State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383.
8. The Contractor shall conduct a sufficient number of compliance reviews, Hauler Route reviews, and inspections of Generators, to adequately determine the Generators' overall compliance with SB 1383 Regulations, AB 1826, and AB 341. The number of reviews shall be decided by the Contractor in total and/or for each review type and the timeframe, provided that the route reviews comply with 14 CCR Section 18984.5. City reserves the right to

require additional inspections, if the City determines that the amount of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.

9. Contractor shall commence an investigation, within ninety (90) days or insert shorter timeframe if desired of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate complaints against Customers and Generators, but not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383 Regulations.
10. Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

F. Additional Services

1. Bulky Goods Pick up for Single Family Residential Premises. Contractor shall provide to all Single-Family Premises within the City Limits a weekly Bulky Waste disposal service. Residents will be limited to one item per week per household, and shall call the Contractor's business office two days prior to normal collection day to request such service. Residential premises may set out up to four (4) bulky items at one time at a single collection, thereby satisfying four (4) separate weekly one (1) bulky item collections. Compensation for the special pick up service described in this section is included in the "basic rate" set forth in Exhibit "C". Bulky goods collection shall take place on a premises' regularly scheduled service day by appointment made with a minimum 48 hours' notice to Contractor. Single Family Premises that desire additional Bulky goods collection beyond this free service, shall have the option of either purchasing a Bin for temporary collection or purchase additional curbside pickups at the rates set forth in Exhibit "C". Such additional pickups shall also require a minimum 48-hour prior notice to Contractor.

2. Bulky Item Pick-Ups for Multifamily Residential and Businesses. Contractor shall continue to provide existing single-family residential bulky item pick-ups. Contractor shall provide up to (5) five bulky item pick-ups for multifamily residential and commercial properties free of charge. Multifamily residential and commercial property owners/tenants shall be able to request bulky item pick-ups. Multi-Family Residential and Commercial Generators that desire additional Bulky goods collection beyond this free service, shall have the option of either purchasing a Bin for temporary collection or purchase additional curbside pickups at the rates set forth in Exhibit "C". Such additional pickups shall also require a minimum 48-hour prior notice to Contractor.
3. Excess Pick-ups for Single Family Residential Premises. Periodic Excessive Refuse: Customers may set out for collection additional containers or yard bags of refuse, up to 5 additional containers or yard bags per set out, up to three (3) times per calendar year. One such collection shall occur on the first regularly scheduled collection following the Christmas Holiday. The other two (2) collections may be chosen throughout the year by each customer. The Contractor shall "tag" the customer's refuse container noting the extra collection and if the collection exceeds the two annual collections; and if it does exceed the limits, the Contractor may leave the refuse at the collection point, or may collect the additional containers or yard bags for a fee as set forth in Exhibit C.
- Periodic Excessive Recyclables: Customers may set out for collection additional containers, clear yard bags, or bundles of recyclables, up to 5 additional containers, hard bags, or bundles per set out, up to three (3) times per calendar year. One such collection shall occur on the first regularly scheduled collection following the Christmas Holiday. The other two (2) collections may be chosen throughout the year by the customer. The Contractor shall "tag" the customer's recycling container noting the extra collection and if the collection exceeds the two annual collections, that an additional Contractor supplied container is required.
4. Rental Bin Services. Contractor shall provide Bins (typically 3 cubic yard size) for use by households and Residential Premises, as well as Commercial Premises, for the purpose of temporary cleanups. This service shall be provided at an additional cost to the customer requesting such services and as noted in Exhibit "C". Items deemed not acceptable for this collection to include any dead animal, dirt, earth, Hazardous Waste or Biohazardous Waste. All Solid Waste placed in the containers must fit into the container, and not exceed the dimensions of the container.
5. Christmas Tree Pickup. Contractor shall pick up from Single Family Premises, curbside, all Christmas trees, usually for two (2) weeks following said holiday each year (said times may be changed at the direction of the City Manager). Trees taller than 5 foot in length, shall be cut in half by

customer. The trees shall be diverted from the landfill, either by deposit at a composting facility, a tree farm or nursery, or a grinding operation.

6. Solid Waste and Recycling Collection at City Facilities. Contractor, at City's sole option, shall provide refuse collection and recycling to the following locations within the City, at no charge to the City or the entities listed:
 - City Fire Stations
 - City Public Safety Facility
 - City Hall, Other City Public Buildings (including but not limited to senior centers, libraries, museums, and the like)
 - Conference and Recreation Center
 - Public Works Yard and City Parks
7. Temporary Bin/Roll-Off Services. Contractor shall provide temporary bin/roll-off services to customers for cleanups, moving, extensive yard work, minor construction projects, etc. according to the rate schedule in the approved rate structure as that rate may be amended by the City Council.
8. Backyard Physically Disabled Pickup. Contractor shall provide free, special backyard collection services, at Single-Family collection rates, to customers in Single Family Premises subject to the following restrictions and conditions. Eligible participants must (1) be physically unable to move waste collection containers (such handicap or inability verified by a medical certificate); and (2) annually sign a sworn statement that there is no other able-bodied person in the household. City and Contractor shall review this program annually.
9. Household Hazardous Waste Services. As requested by the City on a date or dates mutually agreed upon by the Parties and designated as "Residential Hazardous Waste Roundup Day," Contractor will conduct a residential hazardous waste roundup at a central location or locations designated by the City Contractor agrees to prepare all applications and manifests and to obtain all necessary approvals. Compensation for this service shall be subject to agreement between the Parties, the costs to be shared equally by the City and Contractor. However, the City's costs shall be passed through to the customers.
10. Waste Oil Collection. Upon the direction of City, Contractor shall collect up to two (2) gallons of waste oil per month, on each day designated for the collection of recyclables, from residential customers which has been placed in a City approved used oil container. Residential customers must place any waste oil in a motor oil container and heavy-duty zip lock bag for used motor oil filters. Contractor shall not be required to provide any oil collection containers to customers.
11. Illegal Roadside Bulky Item Removal. Contractor shall collect all abandoned bulky waste items located on public property within 25 feet of the paved City rights-of-

way that are part of the contractor's regular route within 48 hours of notification by the City. The City may also collect such items from the right-of-way or on public property that pose a hazard and deposit them in roll-off boxes provided by the Contractor at the City Corporate Yard. Contractor shall collect those items within 48 hours following notification. City agrees to work with the Contractor to identify chronic illegal dumping sites to mitigate and eliminate waste dumped at these sites.

12. Electronic Waste Collection. Electronic waste ("E-waste") shall be included in the bulky item collections in the residential sector. Contractor shall provide for the collection of computers (terminals, monitors, and peripherals), stereo systems (home and automotive), television sets, DVDs, VCRs, cellular phones, and other electronic devices that are categorized as E-waste by the California Integrated Waste Management Board. A maximum of three items shall be collected for free. Residents may make arrangements with Contractor to collect items at other times throughout the year at a cost agreed upon by the City.
 13. Litter Abatement Partnership. City and Contractor will work cooperatively to develop a program to address litter abatement within the City. At no charge to the City, Contractor shall provide the City with one collection vehicle and four staff members for eight hours per month to assist in the City's litter abatement efforts. Contractor will coordinate with the City to identify target areas for litter collection.
 14. Free Residential Disposal Day. Contractor shall offer to City residents one (1) disposal day per calendar quarter whereby Contractor shall offer one free-pass to dispose of Solid Waste at the Moreno Valley Transfer Station. The free disposal day shall occur between 8 am and 12 pm on a day selected by Contractor in its sole discretion. To be eligible for the free disposal day, each City resident must provide to Contractor proof that they are residents of the City, which may include providing an invoice issued by Contractor showing a service address in the City.
- G. Recycling Programs, Service Commencement, AB939 Topics, Facility and Revenue Considerations (through both the collection of Recyclable Solid Waste and the Sale or donation of Recyclable Materials).
1. Contractor will use its best efforts to perform the recycling activities provided for in this Agreement. In addition, Contractor shall suggest and respond to the City's requests to implement alternatives identified in the City's Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) to increase the amount of diversion, upon mutual agreement of the parties. Contractor shall provide City with written reports in a form adequate to meet City's reporting requirements to the California Integrated Waste Management Board throughout the term of this Agreement.
 2. The Contractor shall deliver and replace recycling containers with appropriate educational materials.

3. Recyclables to be Collected. The following Recyclables shall be collected in the Residential Premises recycling collection program:

- Newspaper
- High Density Polyethylene (HDPE)/Polyethylene Terephthalate (PETE) Colored & Clear Plastic
- Mixed Paper Junk mail/magazines)
- Chipboard, Cardboard and Phone Books
- Rigid Containers, defined as Aluminum Cans, HOPE and Pet Plastics, all Colors of Glass Containers and Bi-Metal Cans
- Compostable Green Waste

The Recyclables items listed may be amended by approval of the City Manager, and the parties agree to negotiate with respect to an adjustment of the rates to reflect any increased or decreased costs.

4. Commercial Recycling Programs. In order to promote commercial recycling activities, the Contractor will work directly with the City Manager's appointee to provide the opportunity for each Commercial and Multi-Family Residential customer to recycle. Contractor agrees to provide commercial bins as necessary to handle each premises' needs.

5. Current practice in the State of California, through the Department of Conservation, is to return Redemption Revenues to Curbside Recycling Program Operators. As long as this practice continues, the following shall be available to the City:

The City may direct special services equal in value to 25% of any annual revenues from this State reimbursement for specific City related recycling education programs, community betterment programs, or neighborhood clean-up programs, at the discretion of the City Manager, or his/her designee. Any such direction for services shall be available only within the calendar year of the disbursement of said State funds.

6. Handling of Materials. Contractor and City acknowledge the importance of substantial improvement in the rate of diversion by commercial/industrial customers. To address this issue, Contractor agrees to do the following:

- Establish a recycling system to sort recyclable materials at the customer's site or sort, either through its own facilities or through a third-party processor, commercial waste generated within the City; and
- Establish a system to sort for recycling diversion, either through its own facilities or a third-party processor, construction and demolition debris

generated within the city and handled by Contractor. This system shall include, but not be limited to, providing generators with the ability to sort their debris on the construction site and for materials not separated at the site but handled by Contractor to be sorted for recyclable content after collection.

Upon agreement by both parties, such programs may be modified from time to time to reflect changes in solid waste regulations, market conditions and technologies. City and grantee agree to negotiate in good faith all rates for C&D and commercial waste processing costs.

Both of these systems are to be operational by July 1, 2022

- H. Annual Administrative Cost Reimbursement. Contractor will provide annual funding of up to \$150,000 (adjusted annually by CPI) to the City, effective July 1, 2022. This funding will be applied toward the salary and benefits of a City position specifically tasked with managing solid waste and recycling programs, coordinating education and outreach activities, and assisting in the enforcement of the franchise agreement and Illegal Hauling Ordinance. This funding will be provided quarterly by the Contractor after receiving an agreed upon invoice and appropriate back up information. This funding shall be provided for the term of the contract.
- I. Contractor Service Standards. It is the intent of this agreement to ensure that the Contractor provides a high quality level of solid waste, recyclable material, and green waste collection service for residential and commercial sectors of the service area. To this end, all complaints received by the City and reported to the Contractor shall be promptly resolved. Repetitive violations of these standards shall be considered unsatisfactory performance under terms of the agreement and shall subject Contractor to provisions of Sections 10 and 11. The minimum service standards for the Contractor are as follows:
1. Customer Service.
 - All residential, commercial, and roll-off customers receive a welcome package outlining their complete collection program.
 - Calls shall be answered within an average of 20 seconds or less (excluding holiday weeks).
 - Abandon rate shall be 3% or less.
 - All permanent commercial and industrial customers shall receive a phone call one month after service is started to ensure customer satisfaction.
 2. Residential Service.
 - One Missed Pick Up (MPU) per 1,000 customers served.
 - 95% of all MPUs will be recovered within one business day of call received.
 - All customers with an MPU will be contacted the following day to ensure customer is satisfied and has no other issues.

- Non-Emergency bin exchanges (i.e., for old or dirty bins) completed on next service day following notification.
 - Emergency bin exchanges (i.e., for broken wheels or cracked bins) completed within 48 hours of call received.
3. Commercial/Industrial Service.
- One Missed Pick Up (MPU) per 1,000 customers served.
 - 95% of all MPUs will be recovered within one business day of call received.
 - All customers with an MPU will be contacted the following day to ensure customer is satisfied and has no other issues.
 - Haul or Call - if a bin is inaccessible, Contractor will contact customer while the driver is on site to make arrangements for collection.
 - Non-Emergency bin exchanges (i.e., for old or dirty bins) completed within 5 business days following notification.
 - Emergency bin exchanges (i.e., for broken wheels or cracked bins) completed within 48 hours of call received.
 - Extra pick up for commercial service is completed within 24 hours of call received.
- J. Transfer, Processing and Disposal. Contractor shall Transport all Discarded Materials to the Approved Facilities and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this Section. The Approved Facilities shall comply with the following requirements.
1. Approved Transfer Facility. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste Collected in accordance with this Agreement.
 2. Approved Source Separated Recyclable Materials Processing Facility (Blue Containers). Contractor's Approved Recyclables Processing Facility shall be a Facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.
 3. Approved Organic Waste Processing Facility (Green Containers). Contractor's Approved Organic Waste Processing Facility shall be a Facility that Processes Single-Family, Multi-Family, and Commercial SSGCOW to recover Source Separated Organic Waste.
 4. Approved Disposal Facility (Gray Containers). Contractor's Approved Disposal Facility shall be a Disposal Facility that accepts Single-Family, Multi-Family, and Commercial Gray Container Waste Collected in accordance with this Agreement for Disposal.

Contractor shall pay all costs for the Transport, Transfer, Processing, and/or Disposal of Discarded Materials Collected in accordance with this Agreement.

Contractor's compensation for such services is included in the Rates charged to Customers.

Contractor must show good faith in mitigating transportation of collected materials to local processing and/or disposal facilities within a two-hundred-mile radius if applicable.

K. Contamination Monitoring.

Contractor shall the use of the internet and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers by video or digitally for purposes of identifying the presence of Prohibited Container Contaminants Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the following contamination noticing procedures and report back to the city for record keeping purposes:

First and Second Occurrence. For the first and second occurrence within any one Calendar Year of contamination for a particular Collection Container (e.g., Recyclable Materials or Organic Waste), Contractor shall collect the contaminated Collection Container (as Solid Waste) and shall deliver to the Generator a contamination violation notice to the contaminated container that contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste. Contractor shall notify the Generator by phone, U.S. mail, e-mail, or in person (which may be a container tag) that for the third and subsequent incidents of excess contamination the Generator may be charged a contamination fee for the contaminated Collection Container, and Contractor may increase the Collection Container size, or require an additional Collection Container. Contractor's representative shall also contact the Generator by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that the Generator has the appropriate level of service for proper collection of Recyclable Materials and Organic Waste. Contractor shall document the contamination issue.

Third and Subsequent Occurrences. For the third or subsequent occurrence within any one Calendar Year of contamination for a particular Collection Container (e.g., Recyclable Materials or Organic Waste), Contractor shall collect the contaminated Container (as Solid Waste) and may charge the Generator a contamination fee as set forth in Exhibit 1. Contractor shall continue providing the Recyclable Materials or Organic Waste Collection Services. Contractor provide (or have provided) photographic documentation to the Generator that clearly shows the Generator's contamination and written notices of contamination as described above. Contractor may increase the Collection Container size or collection frequency and impose a contamination surcharge on the account for a period of six months or until the Generator has demonstrated no contamination for a period of six consecutive months. Contractor shall document the contamination issue. City shall consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Generator in order to secure discontinuance of the contamination.

L. Inspection and Enforcement.

Contractor shall be responsible for providing education materials related to AB 341, AB 1826, and SB 1383 enforcement. The City will work with the Contractor to implement an enforcement process for all properties noncompliance with AB 341, AB 1826, and SB 1383.

M. Provision of recovered organic waste.

Contractor and City agree to use good faith efforts to determine the amount of procured Organic Waste products that the City is required to obtain in order to comply with Applicable Law. Upon determination of such amounts of procured Organic Waste products, Contractor and City will enter into good faith negotiations to determine a reasonable rate for Contractor to provide such products to the City.

Any such Mulch provided by Contractor shall be of a color specified by the City to the extent that the color specified by the City is locally commercially available. City will notify contractor as to the City’s needs for delivery of finished Mulch throughout the calendar year. Contractor shall deliver Mulch within 90 days upon request of City to any accessible location within City limits in accordance with the agreed upon rate. If City does not take delivery of Mulch made available by contractor within 90 calendar days of the end of the calendar year, contractor’s obligation to deliver Mulch for said calendar year shall be deemed to be satisfied. Any of the 16,707 tons of bulk Mulch allotment that is not requested by the City during the calendar year shall not carry over into the next calendar year.

N. Diversion requirements.

Contractor shall provide all services in compliance with AB 939, AB 341, AB 1826, and SB 1383, as applicable to such service. Contractor shall demonstrate good faith in collaborating with the City to assist the State of California in meeting a 75% reduction of organics waste landfill disposal by 2025, in accordance with SB 1383.

SECTION 6. MANDATORY SERVICE REQUIREMENT

Pursuant to Chapters 6.02 and 6.03, and except as provided below, all owners, occupants or other persons responsible for the day-to-day operation of premises within City Limits shall make arrangements to obtain Solid Waste collection service from Contractor. However, any person who has a validly issued self-hauling permit from the City need not obtain service from Contractor so long as they fully comply with the terms and conditions of the self-hauling permit.

Contractor shall be responsible to bill all customers (Residential, Commercial, Construction, Special and all others). However, the City retains the ability of said billing function for Single-Family and Multi-Family Premises by means of placing solid waste collection assessments on the Riverside County Assessor's annual property taxrolls.

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Contractor agrees to pay all fees charged by the County of Riverside in connection with the establishment of this secured tax roll billing and collection programs.

SECTION 7. FRANCHISE TERM

- A. The term of this Agreement shall be for a period of ten (10) years and shall commence on July 1, 2022 and end on June 30, 2032.
- B. On July 1, 2032 and on July 1st of each subsequent year, the term of this Agreement shall be automatically extended for an additional year ("automatic extension") so that the remaining term of the Agreement shall remain at a minimum of ten (10) years (the "Term Extension"). Should either party wish to terminate the "automatic extension", such party shall give the other party written notice to that effect at least thirty (30) days prior to July 1st, of any year; provided, however, that Contractor shall have the entire Term Extension to wind down its operations in the City. Such notice shall terminate the "automatic extension" provisions and the Agreement shall remain in effect only for the ten (10) year balance term.

SECTION 8. FRANCHISE TRANSFERABLE: CITY CONSENT REQUIRED

- A. The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Contractor, either by act of the Contractor or by operation of law, without the prior written consent of the City expressed by resolution of the City Council. Any attempt by Contractor to assign this franchise without the consent of the City shall be void.
- B. City consent is required for any change in ownership of Contractor. "Change in ownership" shall mean any acquisition of more than twenty-five percent (25%) of Contractor's voting stock by a person, or group of persons acting in concert, who do not already own twenty-five percent (25%) or more of the voting stock. However, a change of ownership shall not include the acquisition of Contractor's voting stock by an entity affiliated with Contractor.
- C. The City shall not unreasonably withhold its consent to a transfer or change of ownership of the franchise granted by this Agreement. The City may impose reasonable conditions of approval on a transfer, including, but not limited to conditions requiring acceptance of amendments to this Agreement.
- D. Any transfer or change in ownership of the Contractor occurring without prior City approval shall constitute a material breach of this Agreement.

SECTION 9. BILLING AND FRANCHISE FEES.

A. Billing

- 1. The Contractor shall bill all Residential and Commercial Premises for all services, whether regular or special. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services including the charges for late payment. Billings may be made monthly in advance for Commercial and all Bin service customers, and may be made three (3) months in advance for all residential customers.

The Contractor may bill separately for special services not expressly denoted in this Agreement (i.e., steam cleaning of containers/bins or special equipment rentals).

- 2. City may at City's sole option, elect to bill Single Family Premises for Solid Waste collection services as described herein. If City elects to do so, the parties agree to negotiate in good faith the cost of said service. Alternatively, City and Contractor may enter into a separate agreement regarding billing services.

- 3. Delinquent Accounts. Contractor may not, without the written approval of the City, discontinue service to any customer for nonpayment of fees and charges. Persons who have not remitted required payments within 60 days after the date of billing shall be notified by Contractor on forms which contain a statement that if payment is not made within 15 days from the date of the notice of delinquent and unpaid charges, including a basic penalty and interest, may be placed on the Riverside County Assessor's annual secured property tax rolls and that amount would then become a lien on the property.

The City has elected in accordance with state law to place delinquent and unpaid solid waste collection assessments on the Riverside County Assessor's annual secured property tax rolls by ordinance; however, Contractor understands and agrees that the City has no obligation to foreclose on any tax bill.

Contractor shall pay all fees charged by the County of Riverside in connection with the establishment of this secured tax roll billing and collection program, and shall pay all direct and indirect costs incurred by the City in processing delinquent and unpaid assessments through the secured property tax roll procedure.

- 4. Refunds. Contractor shall refund to each customer, on a pro-rata basis, any advance service payments made by such customer for service not provided when service is discontinued by the customer.

B. Franchise Fees

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The monthly Franchise Fee shall be equal to twelve and a half percent (12.5%) of Contractor's gross revenues received under this Agreement, including revenues received from the sale of recyclable solid waste. The total monthly Franchise Fee shall be payable by Contractor to City not more than 30 days after the last day of each calendar month.

The foregoing percentage rates of the franchise fees may be adjusted annually during the term of this Agreement by the City Council. All franchise fees shall be added by Contractor to its billings to residential, multi-family, and commercial/industrial customers on the customary "pass through" basis.

C. Franchise Extension Fee

Contractor shall provide a one-time lump sum payment in the amount of \$6,000,000 to the City within 30 days of the date that both parties execute this Agreement, when the exclusive franchise agreement is extended in accordance with Section 7. This one-time lump sum payment will be utilized to fund personnel, projects, and programs within the City.

D. SB 1383 Regulatory Reimbursement

Contractor shall pay City an annual State Compliance Administration Reimbursement, in the amount of \$100,000 per year in increments of \$25,000 per quarter. The State Compliance Administration Reimbursement shall be increased annually, starting July 1, 2022.

SECTION 10. IMPOSITION OF DAMAGES OR TERMINATION.

- A. If the City Manager determines that the Contractor's performance pursuant to this Agreement has not been in material conformance with reasonable industry standards which are obtained in similar cities in Southern California or with the provisions of this Agreement, City Manager shall advise Contractor, in writing of such deficiencies. The City Manager shall, in such written instrument; set a reasonable time within which correction of all such deficiencies is to be made. Unless otherwise specified, a reasonable time for correction shall be sixty (60) days from the receipt by the Contractor of such written notice. The City Manager shall review the Contractor's response and refer the matter to the City Council or decide the matter and notify the Contractor of that decision, in writing. A decision or order of the City Manager shall be final and binding on Contractor if the Contractor fails to file a "Notice of Appeal" with the City Clerk within 30 days of receipt of the City Manager's decision. In the event that any deficiency cannot reasonably be cured within the time specified by the City Manager or within sixty (60) days, as applicable, Contractor shall not be deemed to have breached this Agreement if Contractor has begun the process

to and pursues the cure of any such deficiency within sixty (60) days.

- B. The City Clerk, in such case, may set the matter for hearing. The City Clerk shall give Contractor, and any other person requesting the same, fourteen (14) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the City Manager indicating the deficiencies, and shall give the Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard.

Based on the evidence presented at the public hearing, the City Council shall determine by resolution whether this Agreement should be terminated or liquidated damages imposed. If, based upon the record, the City Council determines that the performance of Contractor is in breach of any material term of this Agreement the City Council may terminate this Agreement or impose liquidated damages. Contractor's performance under its franchise is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.

- C. This right of termination or to impose liquidated damages is in addition to any other rights of City upon failure of Contractor to perform its obligations under this Agreement.
- D. Termination of Franchise. The City reserves the right to terminate this Agreement, following notice and opportunity to correct as described above, or impose liquidated damages in the event of any of the following:
1. If the Contractor practices, or attempts to practice any fraud or deceit upon the City.
 2. If the Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of contractor in a bankruptcy proceeding.
 3. If the Contractor fails to maintain in full force and effect the worker's compensation, liability, indemnification coverage, or cash bond as required by this Agreement.
 4. If the Contractor fails to comply with any orders of any regulatory body having City over the Contractor relative to this Agreement, provided that the Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which no breach of this Agreement shall be deemed to have occurred.
 5. If the Contractor ceases to provide collection services as required under this Agreement over all or a substantial portion of the City for a period of seven (7) days or more, except when occurring for reason not within the control of the Contractor.

6. If the Contractor fails to make any payments required under this Agreement, City shall notify contractor in writing of such nonpayment. Within ninety (90) business days following receipt by Contractor of such notice, Contractor shall correct such nonpayment. If Contractor fails to correct such nonpayment, within said 90-day time period, City, upon thirty (30) business days prior written notice, shall have any of the rights and remedies described herein.
7. Any failure of the Contractor to comply with an order of the hearing officer made pursuant to Section 11.

E. Liquidated Damages.

1. The City finds, and the Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible to reasonably ascertain the extent of damages which shall be incurred by the City as a result of a material breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) Substantial damage results to members of the public who are denied services or denied quality or reliable services; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.
2. After providing notice and opportunity to cure as described above, the City Council may, in its discretion, assess liquidated damages not to exceed the sum of Seven Hundred Fifty Dollars (\$750.00) per day, for each calendar day that service is not provided in material conformance with this Agreement. The amount of the liquidated damages shall be increased by the past year's consumer price index on March 1 and effective July 1 of each year.

SECTION 11. ADMINISTRATIVE HEARING PROCEDURES.

- A. Upon the filing of a Notice of Appeal pursuant to Section 10.A., or if the Contractor should allege a breach of the Agreement by the City, the City Council may either set the matter for hearing or refer the matter to a hearing officer.

- B. The hearing shall be conducted according to California Code of Civil Procedure Section 1280, et seq. The exclusive venue shall be in Riverside County, California. A hearing officer to whom a matter is referred shall have the authority to (i) order the City or Contractor to undertake remedial action to cure the breach and to prevent occurrence of similar breaches in the future; (ii) assess damages upon the City or the Contractor consistent with the terms of this Agreement; or (iii) find there has been no breach. If the hearing officer finds there has been no breach, such a decision precludes either party from terminating this Agreement and/or imposing liquidated damages. For any occurrence or series of related occurrences, the damages awarded shall be reasonably related to the seriousness of the breach.
- C. The party losing the hearing shall be liable for the hearing officer's fees.
- D. The hearing officer shall commence the hearing within thirty (30) days of selection unless the parties otherwise agree in writing. Any party to the hearing may issue a request to compel reasonable document production from the other party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the parties in writing, or if agreement is not reached within twenty (20) days of that document request, then by disposition by order of the hearing officer. Any such document request shall be subject to the proprietary rights and rights of privilege of the parties, and the hearing officer shall adopt procedures to protect such rights. Except as may be otherwise specifically agreed by the parties, no other form of pretrial discovery shall be available to the parties; provided that if either party notifies the hearing officer that a material violation of the franchise or rights in connection therewith is claimed by either party, the provisions of Code of Civil Procedure Section 1283.05 shall apply.
- E. Neither party may communicate separately with the hearing officer after the hearing officer has been selected. All subsequent communications between a party and a hearing officer shall be simultaneously delivered to the other party. This provision shall not apply to communications made to schedule a hearing or request a continuance.
- F. Within ten (10) days after the conclusion of the hearing, the hearing officer shall issue a report with findings and recommendations to the City Council. Within thirty (30) days of receipt of the hearing officer's report, the City Council by Resolution shall either adopt the hearing officer's report or issue its own findings and conclusions. Contractor may thereafter appeal the decision of the City Council to the Superior Court within sixty (60) days. If no appeal is taken within that time period, the decision of the City Council shall become final. All penalties and sanctions shall be stayed until the time for all appeals has expired.

SECTION 12. CITY'S ADDITIONAL REMEDIES

In addition to the remedies set forth in Section 10 and 11, above, City Shall have the following rights and remedies following a material breach by Contractor which is not

remedied following notice and opportunity to cure pursuant to Section 10.A.

- A. To rent or lease equipment from Contractor at its fair and reasonable rental value for the purpose of collecting, transporting, recycling, composting, and disposing of Solid Waste, Green Waste or Recyclable Solid Waste which Contractor is obligated to collect, transport, recycle, compost, and dispose of for a period not to exceed six (6) months. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to possess the equipment. If City exercises its rights under this Section, City shall pay to Contractor the reasonable rental value of the equipment so taken for the period of City's possession thereof.
- B. The right to license others to perform the services otherwise to be performed by Contractor here under or to perform such services itself.
- C. The right to obtain damages and/or injunctive relief.

SECTION 13. RIGHTS OF CITY TO PERFORM DURING EMERGENCY.

- A. Should Contractor, for any reason whatsoever, except the occurrence or existence of an event of "Force Majeure", refuse or be unable to collect, transport, recycle, compost, and dispose, and provide temporary bin/roll-off services for any or all of the Solid Waste, Green Waste, and Recyclable Solid Waste which it is obligated to collect under this Agreement for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste, Green Waste and Recyclable Solid Waste should accumulate in City to such an extent, or in such a manner, or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety, or welfare, then in such event City shall have the right, upon twenty-four (24) hour prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor, and to use such equipment and facilities to collect, recycle, compost, and transport any or all Solid Waste, Green Waste and Recyclable Solid Waste which Contractor would otherwise be obligated to collect, recycle, compost, transport, and dispose of pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to effect such a transfer of possession for City's use.
- B. Contractor agrees that, in such event, City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charge, provided that City agrees that, in such event, it assumes complete responsibility for the safe, proper and normal use and operation of such equipment and facilities. City agrees that it shall immediately relinquish possession of all of the above-mentioned property to Contractor upon receipt of written notice from Contractor that it is able to resume its normal responsibilities under this Agreement.

SECTION 14. PRIVACY

- A. Contractor shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or contents of a customer's waste stream, shall not be revealed to any person, governmental unit, private agency, or company, unless upon the request of a law enforcement agency, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses, which may be required by AB 939, AB 341, AB 1826, and SB 1383.
- B. Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of customers.
- C. The rights accorded customers pursuant to this Section shall be in addition to any other privacy right accorded customers pursuant to Federal or State law.

SECTION 15. REPORTS

- A. Annual Reports. Within sixty (60) days after the end of each calendar year, the Contractor will submit a written annual report, in a form approved by the City Manager, including, but not limited to, the following information:
 1. A summary of the previous year's activities including, but not limited to, services began or discontinued during the reporting year, and the number of customers for each class of service.
 2. A report, in a form satisfactory to the City, on the City's progress in meeting and maintaining its ability to meet its goals, under AB939, AB 341, AB 1826, and SB 1383, along with any recommended changes.
 3. A revenue statement setting annual revenue (stated by quarter) received from the sale of recyclables collected pursuant to this Agreement and Franchise Fees, including the basis for the calculation thereof.
 4. A revenue statement pertaining to delinquency tax roll receipts and both Parties net revenue receipts.
 5. Contractor shall conduct a Waste Characterization Study once every twelve months upon the request of the City. The study shall include a sampling of the residential curbside recyclable materials generated within the City of Moreno Valley and shall be performed by a bona fide processing center acceptable to both the City and Waste Management. At a minimum, the report shall include the following information: the weight of each recyclable commodity, the percentage of each commodity as a percentage of the total load, the total weight sampled and the listing of each commodity tested.

- B. Failure to Report. The refusal, failure or neglect of the Contractor to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by the Contractor in such report shall be deemed a material breach of this Agreement.

SECTION 16. COMPENSATION

- A. Contractor Service Rates. Contractor shall provide the services described in this Agreement in accordance with the rates, as set forth in the "Schedule of Services and Rates", which is attached as Exhibit "C", and as may be amended.
- B. Landfill Fees and Green Waste Disposal / Processing Rate. In addition to the Contractor Service Fees set forth in Exhibit "C", Contractor may recover from each customer a pro-rata portion of gate, tipping, AB 939, local enforcement agency and other fees (herein collectively referred to as "tipping fees") charged by landfills, transfer stations, material recovery facilities (MRF's), transformation facilities and/or other lawful disposal sites for Solid Waste and Green Waste collected, transported or disposed of by Contractor and processed at a transfer station and/or disposed of at a landfill or transformation facility pursuant to this Franchise Agreement.
- C. Special Waste Services. Contractor may also charge fees for performance of Special Waste Services (e.g., the hauling and disposal of Special Wastes defined in Exhibit B) as agreed upon in separate contracts between Contractor and each customer requesting such special service. Special handling and special equipment shall also be subject to additional fees. Contractor shall provide a schedule of all such fees and payments to the City Manager.
- D. Redelivery Fees. Contractor may charge a redelivery fee for Containers. Contractor shall provide a schedule of all such fees and payments to the City Manager for approval.
- E. Modification and Adjustment of Rates. Subject to the City Council's confirmation of Contractor's CPI adjustment calculations, the Contractor Service Rates shall be adjusted to reflect changes in the Consumer Price Index (CPI).

This annual adjustment shall be effective July 1st each year and shall consider the change of the CPI from March of the preceding year to March of the year in review. The CPI adjustment shall be equal to the amount derived by multiplying the previous rate by (b) the percentage increase or decrease in the Consumer Price for all urban consumers within the Los Angeles - Anaheim - Riverside Metropolitan area (the CPI Index).

In addition, landfill and green waste processing costs shall be adjusted

according to a direct "pass-through" of the actual Contractor's costs on a pro-rata basis to each customer.

- F. Notice of Rate Increases. The Contractor shall provide the City and customers, at least 30 days in advance of the beginning of a billing period, written notice of the implementation of changes in any of its rates and charges which are not subject to regulation by the City.
- G. Resolution of Disputes Regarding Rate Adjustments. Any dispute regarding the Annual Rate Adjustment and Landfill or Green Waste Rate Adjustment, or the computation thereof, or any other dispute regarding Contractor's reimbursement for fees, special services, or extraordinary costs described in Exhibit "C", shall be decided by the City Manager or the City Council as appropriate, in their reasonable judgment. The rates in effect at the time such dispute is submitted to the City Council shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall reasonably be determined by the City Council.
- H. Extraordinary Costs. In addition to, and not in lieu of, the annual CPI increase or decrease described above, Contractor shall also be entitled to rate increases or decreases in an amount equal to Contractor's extraordinary increases or decreases in performing its cost of collection, landfill, or green waste processing/disposal services. Such extraordinary cost increases or decreases shall be subject to City Council approval which approval shall not be unreasonably withheld, and may be applied retroactively in the City Council's discretion. Such extraordinary increases or decreases in its costs of collection shall include, by way of example and not by way of limitation: (1) a change in the location of the sites to which the Contractor transports Solid Waste or Green Waste for processing/disposal; (2) new or increased taxes or fees payable by Contractor based on its operations hereunder by a governmental body; (3) changes in the local, state, or federal laws governing collection, separation, transportation or disposal of Solid Waste; (4) material increases in fuel and/ or labor costs.

SECTION 17. COLLECTION EQUIPMENT

- A. Contractor shall provide an adequate number of vehicles and equipment for the collection, transportation, recycling, and disposal of Solid Waste, Green Waste, and Recyclable Solid Waste for which it is responsible under this Agreement. The equipment of Contractor used under this Agreement shall be subject to inspection by City on a semiannual basis but shall not be subject to any permit fees therefor.
- B. All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California shall be kept clean and in good repair and shall be uniformly painted. No collection vehicles shall be older than twelve- (12) years. A sufficient supply of parts must be kept on hand to ensure timely and continuous fulfillment of this Agreement.

- C. All bins and containers provided shall be kept in a reasonable condition and appearance.
- D. Solid Waste collection vehicles shall be washed at least once every seven (7) calendar days.
- E. Contractor's identity, a local or toll free telephone number, and vehicle number shall be visibly displayed on all vehicles in letters and figures not less than three inches (3") high.

SECTION 18. PUBLIC ACCESS TO CONTRACTOR

- A. Office Hours. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday. A representative of Contractor shall be available during office hours for communication with the public at Contractor's principal office. In the event that normal business problems cannot be rectified over the telephone, a representative of Contractor shall agree to meet with the customer at a location agreeable to Contractor and the customer. Contractor shall maintain a local or toll free telephone number during both normal office hours and after-hours, and an answering service during all hours other than normal office hours.
- B. Holiday Schedule. If the day of collection on any given route falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, Contractor shall provide collection services for such route on the workday next following such Holiday and shall not provide collection services on such Holiday.
- C. Hours of Collection. Collection service for single and multi-family residential shall not start before 6:00 a.m. or continue after 6:00 p.m., six (6) days per week excluding Sunday. Collection service hours are subject to change by the City Council in the exercise of its reasonable discretion.
- D. Public Access to Contractor. Contractor shall provide a local office for response to all customer inquiries. "Local" shall be defined as an office within Western San Bernardino or Western Riverside Counties of the State of California.
- E. Service Complaints.
 - 1. All Customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone; or in person (including date, name, address of complainant, and nature of complaint) and what action was taken to resolve the complaint. Contractor agrees to use its best efforts to resolve all complaints by the close of the next business day following the date on which such complaint is received.
 - 2. Contractor will maintain records listing the date of customer complaints, the customer, describing the nature of the complaint or request, and when and

what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for a period of three (3) years, and shall be available for inspection by City Contractor's log of such consumer complaints shall be available and delivered monthly upon request to the City Manager or the City Manager's designated representative.

- F. Government Liaison Person. The Contractor shall designate a "government liaison person" who shall be responsible for working with the City Manager or the City Manager's designated representative to resolve customer complaints.

SECTION 19. RESOLUTION OF DISPUTED CUSTOMER COMPLAINTS

- A. A customer dissatisfied with Contractor's handling of a complaint may ask the City to review the complaint. To obtain this review, the customer must request City review within 30 days of receipt of Contractor's response to the Complaint, or within 45 days of submitting the complaint to the Contractor, if the Contractor has failed to respond to the complaint. The City may extend the time to request review for good cause.
- B. Before reviewing the complaint, the City Manager shall refer it to the Contractor. If the Contractor fails to cure the complaint within ten (10) days, the City Manager shall review the customer's complaint and determine if further action is warranted. The City Manager may request written statements from the Contractor and customer, and/or oral presentations.
- C. The City Manager shall determine if the customer's complaint is unresolved, and if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to a rebate of customer charges related to the period of breach.
- D. The City Manager may delegate these duties to a designee. The decision of the City Manager or his designee shall be final on any matter under **One Thousand Dollars (\$1,000.00)**. In the event of a decision on a matter awarding **One Thousand Dollars (\$1,000.00) or more**, Contractor may seek review pursuant to Section 11, above.

SECTION 20. OWNERSHIP OF SOLID WASTE

- A. Once Solid Waste, Green Waste, and Recyclable Solid Waste is placed in bins/roll-offs for collection, or containers at curbside, ownership shall transfer to Contractor, subject to the terms of this Agreement, or by operation of law. Contractor is hereby granted the right to retain, recycle, compost, dispose of, and otherwise use such Solid Waste, Green Waste, and Recyclable Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit or profit resulting therefrom. The Solid Waste, Green Waste, and Recyclable Solid Waste or any part thereof, which is disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station,

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or material recovery facility) shall become the property of the owner or operator of the disposal site or sites once deposited there by Contractor. At no time does City obtain any right of ownership or possession of Solid Waste, Green Waste, or Recyclable Solid Waste placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights.

SECTION 21. INDEMNIFICATION, INSURANCE and BONDS

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:
 - a. \$1,000,000 per occurrence for bodily injury and property damage
 - b. \$1,000,000 per occurrence for personal and advertising injury
 - c. \$2,000,000 aggregate for products and completed operations aggregate
 - d. \$2,000,000 general aggregate
2. Automobile Liability:
 - a. \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - a. \$1,000,000 each accident for bodily injury
 - b. \$1,000,000 disease each employee

- c. \$1,000,000 disease policy limit
- 4. Professional Liability (Errors and Omissions):
 - a. \$1,000,000 per claim/occurrence
 - b. \$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

Contractor shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Contractor 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) Contractor 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 bcontain, the following provisions:

1. City of Moreno Valley, Moreno Valley Community Services District, Moreno Valley 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 of Moreno Valley, Moreno Valley Community Services District, Moreno Valley 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.
 - a. 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 of Moreno Valley, Moreno Valley

Community Services District, Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers.

4. If the Professional Liability (Errors and Omissions) insurance policy is written on a claims made form.
5. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
6. 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.
7. 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.
8. A copy of the claims reporting requirements must be submitted to City for review.
9. These requirements shall survive expiration or termination of the Agreement.
 - a. 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, Contractor 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, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

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.

- F. Performance Bond or Letter of Credit. Contractor shall furnish a corporate surety bond as security for performance under this Franchise Agreement. The amount of the bond shall be \$300,000. Premium for the above described bond shall be paid by the Contractor. A certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond. The surety on the bond shall be a company authorized to do business in the State of California. The cost of the performance bond shall be the sole responsibility of Contractor. The performance bond shall be released upon the expiration of the term of this Agreement.

SECTION 22. CONTRACTOR'S BOOKS AND RECORDS: AUDITS

- A. Contractor shall maintain in auditable form certain records specifically relating to the services provided hereunder, including, but not limited to, customer lists, billing records, accounts receivable records, maps, (AB939, AB 341, AB 1826, SB 1383) compliance records and customer complaints, for the full term of this Agreement, and an additional period of not less than three (3) years. The City shall have the right, upon five (5) business days advance notice, to inspect all maps, (AB939, AB 341, AB 1826, SB 1383) compliance records, customer complaints, and other like materials of the Contractor that reasonably relate to Contractor's compliance with the provisions of this Agreement. Such records shall be made available to City at Contractor's regular place of business.
- B. Should examination or audit of Contractor's records reveal an underpayment of any fee or payment required under this Agreement, the amount of such underpayment shall become due and payable not later than fifteen (15) days after written notice of such underpayment is sent. Should any underpayment to City of more than three percent (3%) be discovered, the Contractor shall bear the entire cost of the audit.

SECTION 23. GENERAL PROVISIONS

- A. Force Majeure. Contractor shall not be in default under this Agreement in the event that the collection, transportation, recycling, composting, and disposal of Solid Waste, Green Waste or Recyclable Solid Waste provided by the Contractor is interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, pandemics, epidemics, explosions, natural disasters such as floods, earthquakes, landslides, fires, government orders and regulations, or other similar catastrophic events which are beyond the reasonable control of Contractor (each a "Force Majeure Event"). It is specifically understood that "other catastrophic events", does include strikes, lockouts, and other labor disturbances; provided, however, that in the event such a labor disturbance interrupts collection, transportation, recycling, composting, and disposal of Solid Waste, Green Waste, or Recyclable Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 13 in accordance with the terms set forth therein. Further, with regard to labor disturbances, Contractor shall provide a reasonably satisfactory level of performance during the pendency thereof, but

Contractor shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, Collection times, or similar matters, provided, however, that in no event shall more than seven (7) calendar days elapse between pickups for customers.

Other catastrophic events do not include the financial inability of the Contractor to perform or failure of the Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the negligent acts or omissions of the Contractor.

B. Independent Contractor. Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors, and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or sub-contractors shall obtain any rights to retirement or other benefits which accrue to City employees.

C. Pavement Damage. Contractor shall not be responsible for any damage to City's driving surfaces, whether or not paved, resulting from the weight of vehicles providing solid waste collection services at the location of bins and containers on public or private property; provided that at the time such damage is caused, the vehicle causing the damage is in full compliance with all applicable laws and regulations restricting the weight of the vehicle and its contents.

D. Right of Entry. Contractor shall have the right, until receipt of written notice revoking permission to pass is delivered to Contractor, to enter or drive on any public or private street, court, place, easement, or other private property necessary for the purpose of providing the collection, transportation, recycling, composting, and disposal of Solid Waste, Green Waste and Recyclable Solid Waste pursuant to this Agreement.

E. Law to Govern: Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in U.S. District Court, exclusive venue shall lie in the Central District of California.

F. Fees and Gratuities. Contractor shall not, nor may it permit any agent, employee, or sub-contractor to request, solicit, or demand either directly or indirectly, any compensation or gratuity for services except as otherwise provided for under this Agreement.

G. Changes in Law and Amendment. This Agreement is intended to assist the City in carrying out its obligations to comply with the provisions of the California Integrated Waste Management Act of 1989, (AB939) as it from time to time may be amended, and as implemented by regulations of the California Integrated Waste Management Board (the "Regulations"), as they from time to time may be amended. In the event that AB939 or other State or Federal laws or regulations enacted after this Agreement has been executed,

prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. Except as otherwise provided herein, no other amendment or modification of this Agreement shall be valid unless in writing duly executed by the parties.

It is precisely agreed upon by City and Contractor, that this Agreement for "Integrated Waste Management Services", fully and completely replaces and supersedes in their entirety the previous Franchise Agreement dated April 16, 1991 with updates and amendments dated April 14, 1999, November 24, 1991, October 1, 1995, March 26, 2002 and June 10, 2008.

H. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter. Contractor shall comply with those provisions of the City of Moreno Valley Municipal Code which are applicable, and with any and all amendments to such applicable provisions during the term of the Agreement.

I. Compliance with Moreno Valley Municipal Code. Contractor shall comply with those provisions of Chapters 6.02 and 6.03, which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

J. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier (fax), or United States Certified Mail, postage prepaid, return receipt requested, and addressed as follows:

To City:
City of Moreno Valley
14177 Frederick
P.O. BOX 88005 (92552-0805)
Moreno Valley, CA 92553
Attn: Purchasing & Sustainability
(951) 413-3190

To Contractor:
USA Waste of California, Inc.
17700 Indian Avenue
Moreno Valley, California 92551
Attn: District Manager
(951) 242-0421

Copy to:

Attachment: Moreno Valley - Third Amendment v.6 4.4.22 Draft Version (5750 : COMPLY WITH THE STATE'S UNFUNDED MANDATES IN

or to such other addresses as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States Mail.

- K. Savings Clause and Entirety. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provision of this Agreement.
- L. Exhibits. Incorporated Exhibits "A" through "C" are attached to and incorporated into this Agreement by reference.
- M. Identification Required. Contractor shall provide its employees, contractors and subcontractors with identification for all individuals who may make personal contact with residents of City. Contractor shall provide a list of current employees, contractors, and subcontractors to City upon request. City may require the Contractor to notify customers yearly of the form of said identification.
- N. Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, except where the context of this Agreement clearly indicates otherwise.

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

City of Moreno Valley

USA Waste of California, Inc., a Delaware Corporation, dba Waste Management of the Inland Empire

BY: _____
Mike Lee, City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

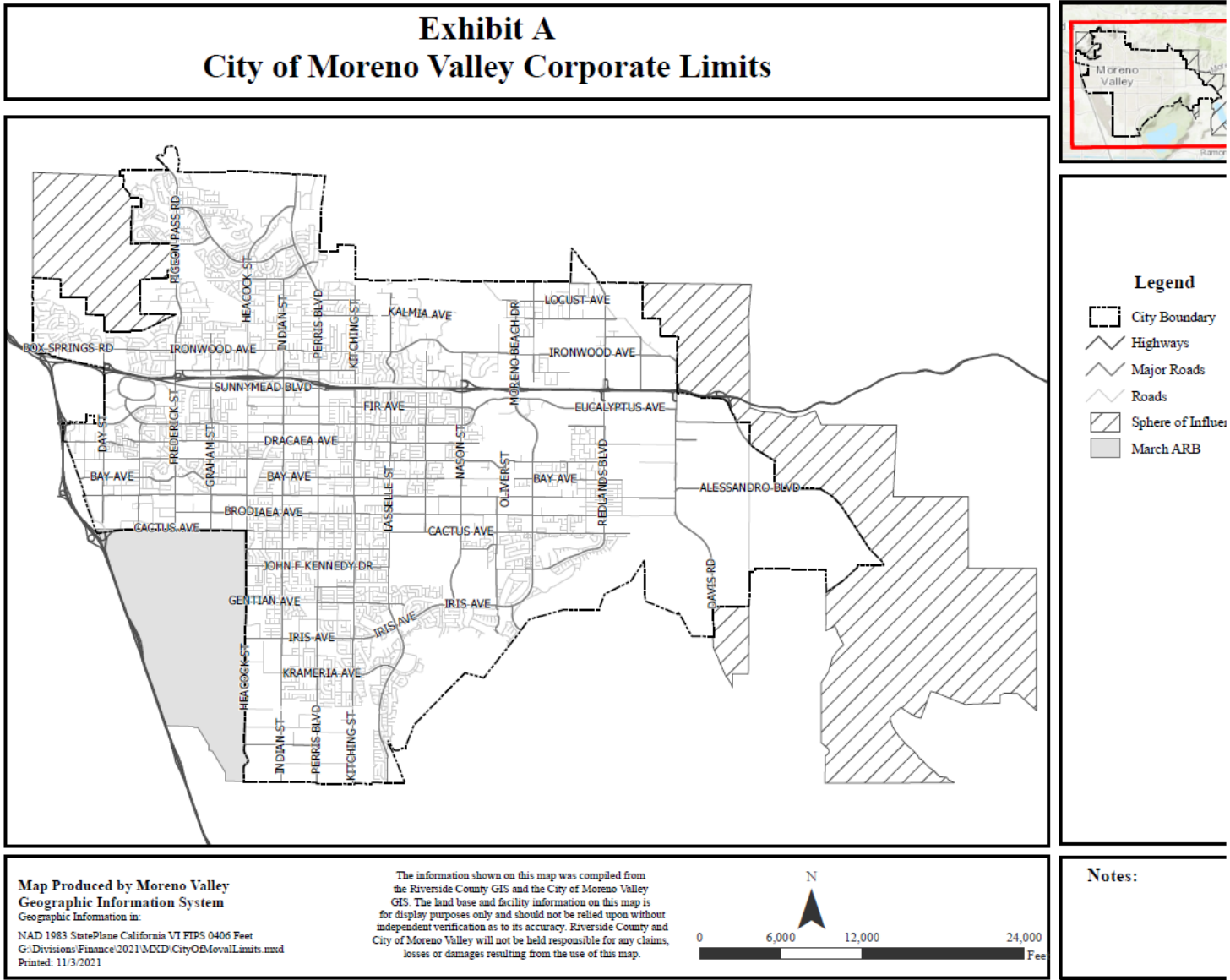
<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	City Attorney
_____	Date
RECOMMENDED FOR APPROVAL:	
_____	Assistant City Manager/CFO
_____	Date

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EXHIBIT "A"

FRANCHISE AREA

All portions of the City shown on the existing Official Map of the City of Moreno Valley Corporate Limits on file at the City of Moreno Valley or as subsequently modified by future annexations.



Attachment: Moreno Valley - Third Amendment v.6 4.4.22 Draft Version (5750 : COMPLY WITH THE STATE'S UNFUNDED MANDATES IN

EXHIBIT "B"
SPECIAL WASTES

- Flammable waste
- Containerized waste (e.g. drum, barrel, portable tank, box, pail, etc.).
- Waste Transported in a bulk tanker
- Liquid Waste
- Sewage sludge
- Waste from a pollution control process and/or industrial process.
- Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or any other special wastes
- Contaminated soil, waste, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of any other special wastes
- Dead animals and/or slaughterhouse waste
- Manure
- Waste water
- Explosive substances
- Radioactive Materials
- Hazardous Materials as defined by state and federal law
- Friable and/or nonfriable asbestos waste
- Empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides
- Waste which is prohibited from disposal at a Class III Landfill.
- Waste which has been rejected from disposal at a landfill

EXHIBIT "C"

2021/2022 RATE SHEET
CITY OF MORENO VALLEY

DRAFT

RESOLUTION NO. 2022-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE RATE ADJUSTMENT FOR THE SOLID WASTE AND RECYCLING SERVICE PROVIDED BY USA WASTE OF CALIFORNIA, INC., A DELAWARE CORPORATION, DBA WASTE MANAGEMENT OF THE INLAND EMPIRE FOR FY 2022-23

WHEREAS, the City of Moreno Valley ("City") City Council has in the past approved and adopted the annual rate adjustment for the solid waste and recycling service provided by USA Waste of California, Inc., a Delaware corporation, dba Waste Management of the Inland Empire: 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 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 adjustment is needed to provide funding to implement the new State Mandate SB 1383 Organics Recycling requirements; and

WHEREAS, the adjustment is also needed to assist with cost increases associated with the COVID-19 Pandemic and cost of living adjustments since 2019; and

WHEREAS, the City Council declares its intention of maintaining reasonable rates for the collection, transportation, recycling, composting, and disposal of Solid Waste and construction debris and for providing temporary bin/roll-off services to commercial and residential premises within the boundaries of the city of Moreno Valley; and

WHEREAS, data supporting the estimated rate adjust been made available to the City Council and to the public; and

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

1. The rate sheet is attached as Exhibit "C" to the third amendment of the franchise agreement with USA Waste of California, Inc., a Delaware corporation, dba Waste Management of the Inland Empire.

2. The fees approved, increased, and established herein shall become effective July 1, 2022.

City of Moreno Valley	Residential	Commercial Rates (Range*)
FY 17/18	\$22.68	\$107.68
FY 18/19	\$23.87	\$111.01
FY 19/20	\$24.33	\$113.88
FY 20/21	No Rate Increase	No Rate Increase
FY 21/22	No Rate Increase	No Rate Increase
FY 22/23 (Proposed)	\$31.44	\$119.43

* Based on Container Size (Smallest size once per week)

APPROVED AND ADOPTED this 19th day of April 2022.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

2
Resolution No. 2022-XX
Date Adopted: April 19, 2022

Attachment: Resolution (5750 : COMPLY WITH THE STATE'S UNFUNDED MANDATES IN SENATE BILL 1383 MANDATORY ORGANIC WASTE

I, _____, 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 19th day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2022-XX
Date Adopted: April 19, 2022

EXHIBIT "C"
City of Moreno Valley
Solid Waste and Recycling Rates
Effective July 1, 2022

Commercial & Multi-Family Service (1)				
Size	Service Frequency	Current Rate	Rate Adjustment	FY 2022/23 Proposed Rate
1.5	1	\$ 113.88	\$ 5.55	\$ 119.43
1.5	2	\$ 205.15	\$ 9.76	\$ 214.91
1.5	3	\$ 290.90	\$ 13.63	\$ 304.54
1.5	4	\$ 373.96	\$ 17.35	\$ 391.31
1.5	5	\$ 462.42	\$ 21.39	\$ 483.81
1.5	6	\$ 548.15	\$ 25.27	\$ 573.42
2	1	\$ 132.40	\$ 6.24	\$ 138.65
2	2	\$ 238.68	\$ 10.94	\$ 249.62
2	3	\$ 338.36	\$ 15.24	\$ 353.60
2	4	\$ 435.04	\$ 19.36	\$ 454.40
2	5	\$ 538.00	\$ 23.85	\$ 561.85
2	6	\$ 637.65	\$ 28.15	\$ 665.81
3	1	\$ 169.43	\$ 7.63	\$ 177.07
3	2	\$ 305.43	\$ 13.28	\$ 318.71
3	3	\$ 433.24	\$ 18.44	\$ 451.68
3	4	\$ 557.30	\$ 23.38	\$ 580.68
3	5	\$ 688.89	\$ 28.77	\$ 717.65
3	6	\$ 816.69	\$ 33.92	\$ 850.61
4	1	\$ 215.97	\$ 9.59	\$ 225.56
4	2	\$ 389.49	\$ 16.65	\$ 406.15
4	3	\$ 552.50	\$ 23.10	\$ 575.60
4	4	\$ 710.80	\$ 29.26	\$ 740.06
4	5	\$ 878.53	\$ 35.98	\$ 914.51
4	6	\$ 1,041.58	\$ 42.42	\$ 1,084.00
6	1	\$ 273.33	\$ 11.37	\$ 284.70
6	2	\$ 495.38	\$ 19.70	\$ 515.08
6	3	\$ 704.97	\$ 27.29	\$ 732.26
6	4	\$ 908.86	\$ 34.54	\$ 943.40
6	5	\$ 1,124.21	\$ 42.47	\$ 1,166.67
6	6	\$ 1,333.75	\$ 50.05	\$ 1,383.80

Commercial Compactor Service				
Size	Service Frequency	Current Rate	Rate Adjustment	FY 2022/23 Proposed Rate
1.5	1	\$ 145.55	\$ 5.00	\$ 150.55
1.5	2	\$ 268.51	\$ 8.66	\$ 277.17
1.5	3	\$ 385.96	\$ 11.99	\$ 397.95
1.5	4	\$ 500.73	\$ 15.16	\$ 515.89
1.5	5	\$ 620.90	\$ 18.65	\$ 639.55
1.5	6	\$ 738.28	\$ 21.97	\$ 760.25
2	1	\$ 174.64	\$ 5.51	\$ 180.15
2	2	\$ 323.20	\$ 9.47	\$ 332.67
2	3	\$ 465.12	\$ 13.04	\$ 478.16
2	4	\$ 604.11	\$ 16.43	\$ 620.54
2	5	\$ 749.24	\$ 20.19	\$ 769.43
2	6	\$ 891.21	\$ 23.76	\$ 914.97
3	1	\$ 232.80	\$ 6.53	\$ 239.33
3	2	\$ 432.18	\$ 11.08	\$ 443.26
3	3	\$ 623.37	\$ 15.14	\$ 638.52
3	4	\$ 810.86	\$ 18.99	\$ 829.84
3	5	\$ 1,005.83	\$ 23.27	\$ 1,029.10
3	6	\$ 1,197.02	\$ 27.34	\$ 1,224.36
4	1	\$ 300.53	\$ 8.13	\$ 308.65
4	2	\$ 558.56	\$ 13.72	\$ 572.28
4	3	\$ 806.06	\$ 18.70	\$ 824.76
4	4	\$ 1,048.87	\$ 23.40	\$ 1,072.27
4	5	\$ 1,301.10	\$ 28.66	\$ 1,329.76
4	6	\$ 1,548.69	\$ 33.63	\$ 1,582.32

Commercial Organics				
Size	Service Frequency	Current Rate	Rate Adjustment	FY 2022/23 Proposed Rate
2	1	\$ 244.78	\$ 14.56	\$ 259.35
2	2	\$ 488.94	\$ 29.09	\$ 518.03
2	3	\$ 733.10	\$ 43.62	\$ 776.72
2	4	\$ 977.20	\$ 58.14	\$ 1,035.34
2	5	\$ 1,221.34	\$ 72.66	\$ 1,294.00
2	6	\$ 1,465.46	\$ 87.19	\$ 1,552.64
64 Gallon Cart	1	\$ 45.60	\$ 2.71	\$ 48.31
64 Gallon Cart	2	\$ 91.20	\$ 5.43	\$ 96.63
64 Gallon Cart	3	\$ 136.81	\$ 8.14	\$ 144.95
64 Gallon Cart	4	\$ 182.41	\$ 10.85	\$ 193.26
64 Gallon Cart	5	\$ 228.01	\$ 13.57	\$ 241.57
64 Gallon Cart	6	\$ 273.61	\$ 16.28	\$ 289.89

Commercial Misc Services				
	Current Rate	Rate Adjustment	FY 2022/23 Proposed Rate	
Temp bin service (up to 7 days)	\$ 149.74	\$ 8.91	\$ 158.65	
Temp bin service (30 days)	\$ 330.55	\$ 19.67	\$ 350.22	
Extra empty - first bin	\$ 60.24	\$ 3.58	\$ 63.83	
Extra empty - addl bins	\$ 25.83	\$ 1.54	\$ 27.37	
Pull-out service per bin				
0-15 feet	N/C		N/C	
16-35 feet	\$ 17.36	\$ 1.03	\$ 18.39	
36-50 feet	\$ 26.05	\$ 1.55	\$ 27.60	
Over 51 feet	\$ 34.75	\$ 2.07	\$ 36.82	
Locking container	\$ 43.42	\$ 2.58	\$ 46.01	
Restart fee	\$ 52.10	\$ 3.10	\$ 55.20	
Special bin/container lid	\$ 17.14	\$ 1.02	\$ 18.16	
Overage fees	\$ 60.28	\$ 3.59	\$ 63.86	
Bin exchange - over 1 per year	\$ 51.53	\$ 3.07	\$ 54.59	
Bin exchange - service level change	\$ 51.53	\$ 3.07	\$ 54.59	
Bulky item collection	\$ 19.32	\$ 1.15	\$ 20.47	
Set up fee	\$ 30.20	\$ 1.80	\$ 31.99	
Redelivery fee	\$ 60.39	\$ 3.59	\$ 63.99	
Commercial Recycle Contamination	\$ 60.24	\$ 14.76	\$ 75.00	(2)
Replacement Lock	\$ 27.84	\$ 1.66	\$ 29.49	
Replacement Key	\$ 5.57	\$ 0.33	\$ 5.90	
Haul or Call Fee	\$ 27.84	\$ 1.66	\$ 29.49	
Extra empty - Compactor	\$ 89.05	\$ 5.30	\$ 94.35	
AB341 Non compliance fee	\$ 16.70	\$ 0.99	\$ 17.70	

Roll off				
	Current Rate	Rate Adjustment	FY 2022/23 Proposed Rate	
Hauling fee	\$ 246.39	\$ 14.66	\$ 261.05	(3)
Compactor hauling fee	\$ 356.16	\$ 21.19	\$ 377.35	(3)
Monthly minimum pull fee	\$ 246.39	\$ 14.66	\$ 261.05	
Monthly minimum pull fee (compactor)	\$ 356.16	\$ 21.19	\$ 377.35	
Temporary flat fee (incl 4 tons)	\$ 430.80	\$ 42.12	\$ 472.92	(4)
Organics	\$ 606.65	\$ 36.09	\$ 642.75	(3)
C&D	\$ 477.67	\$ 28.42	\$ 506.09	(3)
Delivery	\$ 85.86	\$ 5.11	\$ 90.97	
Extra trip	\$ 85.86	\$ 5.11	\$ 90.97	
Relocation	\$ 85.86	\$ 5.11	\$ 90.97	
Set up fee	\$ 30.18	\$ 1.80	\$ 31.98	
Recycle Report Fee	\$ 27.82	\$ 1.65	\$ 29.47	

Recycling Bins					
Size	Service Frequency	Current Rate	Rate Adjustment	FY 2022/23 Proposed Rate	
All Sizes	1	\$ 73.16	\$ 4.35	\$ 77.51	(5)
All Sizes	2	\$ 146.30	\$ 8.70	\$ 155.00	(5)
All Sizes	3	\$ 219.47	\$ 13.06	\$ 232.52	(5)
All Sizes	4	\$ 292.60	\$ 17.41	\$ 310.01	(5)
All Sizes	5	\$ 365.77	\$ 21.76	\$ 387.54	(5)
All Sizes	6	\$ 438.92	\$ 26.11	\$ 465.04	(5)
Extra empty		\$ 33.39	\$ 1.99	\$ 35.37	

Residential Service				
	Current Rate	Rate Adjustment	FY 2022/23 Proposed Rate	
Recycling Material				
Offset	\$ 0.32	\$ 0.02	\$ 0.34	
Single family rate	\$ 24.33	\$ 7.11	\$ 31.44	
Senior citizen discount rate	\$ 21.90	\$ 6.40	\$ 28.30	
Addl 35 gal solid waste container	\$ 4.27	\$ 1.25	\$ 5.52	
Addl 64 gal solid waste container	\$ 5.57	\$ 1.63	\$ 7.20	
Addl 64 gal organics container	N/C		N/C	(6)
Addl 96 gal solid waste container	\$ 7.42	\$ 2.16	\$ 9.58	
Addl 96 gal organics container	\$ 6.84	\$ 2.00	\$ 8.84	
Addl 96 gal recycle container	\$ 2.78	\$ 0.81	\$ 3.59	
Per bag charge	\$ 2.98	\$ 0.17	\$ 3.15	
Container changes over 1 per year	\$ 11.97	\$ 0.71	\$ 12.69	
Addl bulky item pick-up	\$ 19.32	\$ 1.15	\$ 20.47	(7)(8)
Curbside E-waste (over 3 free)	\$ 19.32	\$ 1.15	\$ 20.47	
Temporary bin service	\$ 149.76	\$ 8.91	\$ 158.67	
Temporary bin service	\$ 330.55	\$ 19.67	\$ 350.22	
Set up fee	\$ 14.50	\$ 0.86	\$ 15.36	
Contamination			\$ 15.00	

Footnotes
(1) Includes one 96-gallon recycle cart serviced one time per week and one 64 gallon organics cart serviced 1 timer per week per customer
(2) Per P/U
(3) + landfill
(4) + landfill >4
(5) Contact WM for recycle compactor rate
(6) Max one
(7) minimum
(8) In excess of one item per week

Attachment: 2022 Moreno Valley Rate Sheet Exhibit C (5750 : COMPLY WITH THE STATE'S UNFUNDED MANDATES IN SENATE BILL 1383



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: April 19, 2022

TITLE: PEN18-0092 (TR 37544) – APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND FH II, LLC, FOR THE QUINCY STREET CHANNEL STAGE 4 LOCATED ON BRODIAEA BOULEVARD EAST OF MORENO BEACH DRIVE. DEVELOPER: FH II, LLC

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (District), the City of Moreno Valley (City), and FHI II, Inc. (Developer), for the Quincy Street Channel, Stage 4.
2. Authorize the City Manager to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

SUMMARY

This report recommends approval of the Cooperative Agreement between the District, the City, and FH II, Inc. to allow for the construction of storm drain facilities. As a condition of approval for PEN18-0092 (TR 37544), a 45 single-family residential lot development, the City requires the developer to construct certain public improvements in order to provide flood protection and drainage as a result of the developer's planned development. The Cooperative Agreement (Attachment 2) is the District's mechanism by which the District, the City, and the Developer coordinate the construction and maintenance of master storm drain facilities.

DISCUSSION

On December 31, 2018, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 37544. The project is for the construction of 45 single-family residential lots on approximately 8.85 acres. The project site is located on Brodiaea Avenue east of Moreno Beach Drive. (Attachment 1). The required facility for this project includes the construction of a rock-lined trapezoidal channel of approximately 600 linear feet, which includes a new maintenance ramp and a storm drain lateral. The District's portion of maintenance responsibility will be approximately 600 linear feet of the drainage facility that connects to an existing culvert at the southerly boundary of the project.

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

Prior to the construction of the facility or recordation of the final map, whichever occurs first, the Developer will be required to submit bonds for the improvements and execute an Agreement for Public Improvements, as approved by the Public Works Director/City Engineer for PEN18-0092 (TR 37544). The Agreement will include a Faithful Performance bond and Material and Labor bond for both the District's drainage facility and the City's drainage facility. The storm drain portion of the bonds will be held by the City until completion of the storm drain and acceptance of the storm drain improvements by the City and the District.

ALTERNATIVES

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

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

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

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

Concurred By:
Clement Jimenez
Principal Engineer, P.E.

Concurred By:
Melissa Walker, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

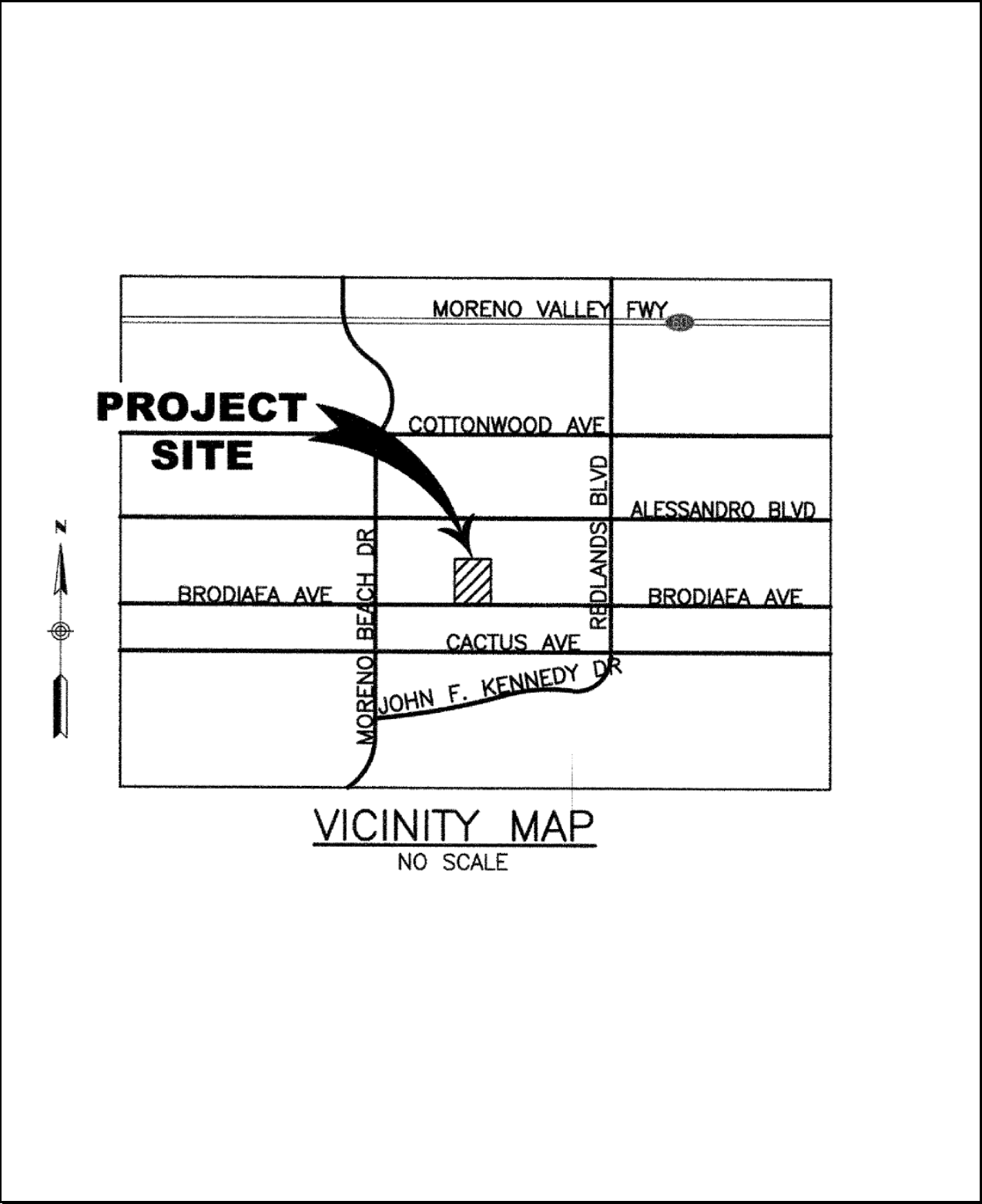
ATTACHMENTS

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

- 1. Vicinity Map - PEN18-0092 (TR 37544)
- 2. Cooperative Agreement - Tract 37544 Quincy Street Channel Stage 4

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/13/22 6:41 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/13/22 8:51 AM



CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN18-0092 (TR 37544)
 Final Map

Attachment: Vicinity Map - PEN18-0092 (TR 37544) (5790 : PEN18-0092 (TR 37544) - APPROVE COOPERATIVE AGREEMENT)

COOPERATIVE AGREEMENT

Quincy Street Channel, Stage 4

Project No. 4-0-00143-04

Tract Map No. 37544

This Cooperative Agreement ("Agreement"), dated as of _____, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Moreno Valley, a municipal corporation of the State of California ("CITY"), and FH II, LLC, a California limited liability corporation ("DEVELOPER"). DISTRICT, CITY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the city of Moreno Valley and has submitted for approval Tract Map No. 37544 related to the property. Pursuant to the conditions of approval for Tract Map No. 37544, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of the property related to Tract Map No. 37544 is provided in Exhibit "A", attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements related to Tract Map No. 37544 are shown on DISTRICT's Drawing No. 4-1174 and shown in concept in "red" on Exhibit "B", attached hereto and made a part hereof, and include the construction of:

- i. Approximately 600 lineal feet of half-width, rock-lined trapezoidal channel, as shown on Exhibit "B", and its associated maintenance ramp and certain lateral storm drain that are thirty-six inches (36") or less in diameter within DISTRICT's right of way, hereinafter called

"STAGE 4". At the downstream terminus, STAGE 4 will connect and convey flows to an existing culvert operated and maintained by CITY; and

- ii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval.
- iii. Together, STAGE 4 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES are the construction of various catch basins, curbs and gutters, connector pipes, 3-rail PVC vinyl fence with bollards, retaining wall, public-use trail and access road for STAGE 4, and certain lateral storm drains that are thirty-six inches (36") or less in diameter within CITY's right of way, hereinafter called "CITY FACILITIES".

E. Together, DISTRICT FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

F. Tract Map No. 37544 is located within Moreno Area Drainage Plan ("MORENO ADP"). The MORENO ADP Fee obligation for Tract Map No. 37544 ("MORENO ADP OBLIGATION") shall be calculated in accordance with the "Rules and Regulations for Administration of Moreno Area Drainage Plans", adopted dated September 16, 1980 and as amended ("RULES"); and

G. STAGE 4 is an identified segment of MORENO ADP ("MORENO ADP FACILITY"); and

H. Pursuant to the RULES and the provisions of this Agreement, if DISTRICT estimates that upon constructing STAGE 4, DEVELOPER would earn ADP fee credit ("MORENO ADP CREDIT") for constructing MORENO ADP FACILITY, MORENO ADP CREDIT may be used to satisfy the ADP fee obligation for future development for properties located within the boundaries of the MORENO ADP, hereinafter called "ELIGIBLE PROPERTIES"; and

I. DISTRICT and CITY has entered into a separate agreement ("License Agreement") dated April 27, 2021, and anticipates entering into a Specific Facility License Exhibit ("SFLE") with CITY to maintain the public-use trail proposed within DISTRICT FACILITIES right of way after DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

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

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

L. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and

responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES, as set forth herein.

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

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

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

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

after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of rights of way and conveyance documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs.

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

4. Provide CITY, upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 37544 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with CITY's municipal code or ordinance, including any amendments thereto, for the estimated cost for construction of (i) DISTRICT FACILITIES as determined by DISTRICT and (ii) of CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section, upon DISTRICT's approval of IMPROVEMENT PLANS, the estimated cost of providing construction inspection for

DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

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

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

8. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance

and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Upon approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT. Upon DISTRICT approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 35744 or any phase thereof, whichever occurs first, DEVELOPER shall furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as determined and approved by DISTRICT and CITY.

11. Upon DISTRICT approval of IMPROVEMENT PLANS, obtain and provide DISTRICT (Attention: Real Estate Services Section) with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication

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

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

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

14. Notify DISTRICT (Attention: Construction Management Section) and CITY in writing after receiving DISTRICT's plan check, rights of way and administrative clearance for PROJECT as set forth in Sections I.4 through I.13. with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, D-Load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

15. Prior to commencing construction, obtain, at its sole cost and expense, and furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources

Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

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

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

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

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

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

21. At the time of recordation of the conveyance document(s) as set forth in Section I.20., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT; or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which in the sole discretion of DISTRICT are acceptable.

22. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of DEVELOPER FACILITIES. Additionally, DEVELOPER shall accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES until such time as CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES and DISTRICT FACILITIES is constructed and accepted by DISTRICT for ownership, operation and maintenance, pursuant to Recital K.

23. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the

engineer shall review, stamp and sign the original DISTRICT FACILITIES engineering plans as "record drawings".

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

25. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.
5. Endeavor to issue DEVELOPER a Notice to Proceed with twenty (20) calendar days of receipt of DEVELOPER's complete written notice as set forth in Section I.14.;

however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. Reserves the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Inspect construction of DISTRICT FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with the (i) review and approval of IMPROVEMENT PLANS, (ii) review and approval of right of way and conveyance documents and (iii) processing and administration of this Agreement.

9. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT's acceptance of DISTRICT FACILITIES as being complete.

10. Provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.23.

11. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.23., (iv) recordation of all conveyance

documents described in Section I.21., (v) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

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

13. Provide CITY with a reproducible duplicate copy of "record drawings" of DISTRICT FACILITIES along with a written notice that PROJECT is complete and request CITY release bonds held for DISTRICT FACILITIES upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS, as set forth in Section I.23.

14. Enter into a separate SFLE with CITY upon DISTRICT acceptance of DISTRICT FACILITIES, as set forth in Recital I.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction when CITY has determined that such plans meet CITY standards.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of CITY's municipal code or ordinances, as set forth in Section I.4., and hold said bonds as provided herein. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT accepts

DISTRICT FACILITIES as complete and CITY accepts CITY FACILITIES as complete. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification as set forth in Section II.13

3. Inspect PROJECT construction.
4. Consent, by execution of this Agreement, to DISTRICT recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.
7. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, to the rights of way as shown in concept in "cross-hatched" on Exhibit "D".
8. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, and enter into a separate SFLE with DISTRICT upon DISTRICT's acceptance of DISTRICT FACILITIES, as set forth in Recital I.
9. Release occupancy permits in accordance with the approved conditions of Approval for Tract Map No. 37544.

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

SECTION IV

It is further mutually agreed:

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

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

3. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, it is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work to complete PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred to complete PROJECT.

4. If DEVELOPER fails to complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site conditions that materially affects PROJECT function or CITY's ability to operate and maintain CITY FACILITIES, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by CITY.

5. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.4. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, the County of Riverside, CITY (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) ("Indemnitees") from any liability whatsoever, based or asserted upon any services of DEVELOPER, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of DEVELOPER, its officers, employees, subcontractors, agents or representatives from this Agreement. DEVELOPER shall defend, at its sole expense, all costs and fees, including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

8. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and may adjust, settle, compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside and CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein. No settlement on behalf of CITY that would impose construction, maintenance or other obligations on CITY beyond those described in this Agreement shall be effective unless and until the settlement agreement is agreed to in writing by City Manager on behalf of CITY.

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

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

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

12. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims,

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

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

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

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

To CITY: CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552
Attn: Hoang Nguyen

To DEVELOPER: FH II, LLC
a California limited liability corporation
2151 E. Convention Center Way, Suite 222
Ontario, CA 91764
Attn: Andrew Wennerstrom

15. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

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

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

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

19. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect. In the event DEVELOPER sells Tract Map No. 37544, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the

obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 37544 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract Map No. 37544.

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

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

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

//

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

(to be filled in by Clerk of the Board)

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

By _____
JASON E. UHLEY
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KECIA HARPER
Clerk of the Board

By _____
STEPHANIE K. NELSON
Deputy County Counsel

By _____
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
Quincy Street Channel, Stage 4
Project No. 4-0-00143-04
Tract Map No. 37544
AK:blm
03/22/22

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By _____
MIKE LEE
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
STEVE QUINTANILLA
Interim City Attorney

By _____
PAUL BRADVICA
Deputy City Clerk

(SEAL)

Cooperative Agreement:
Quincy Street Channel, Stage 4
Project No. 4-0-00143-04
Tract Map No. 37544

RECOMMENDED FOR APPROVAL:

**MORENO VALLEY COMMUNITY
SERVICE DISTRICT**

By _____
MIKE LEE
Executive Director

APPROVED AS TO FORM:

ATTEST:

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

By _____
PAUL BRADVICA
Deputy City Clerk
Secretary of the MVCSD

(SEAL)

Cooperative Agreement:
Quincy Street Channel, Stage 4
Project No. 4-0-00143-04
Tract Map No. 37544
AK:blm
03/22/22

FH II, LLC,
a California limited liability corporation

By 

RICHARD MUNKVOLD
Its: Chief Financial Officer

By 

MARK HICKS
Its: Division President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:
Quincy Street Channel, Stage 4
Project No. 4-0-00143-04
Tract Map No. 37544
AK:blm
03/22/22

Attachment: Cooperative Agreement - Tract 37544 Quincy Street Channel Stage 4 (5790 : PEN18-0092 (TR 37544) - APPROVE COOPERATIVE

ALL PURPOSE ACKNOWLEDGMENT

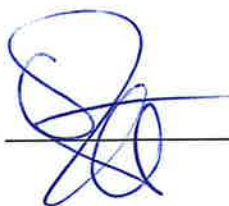
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

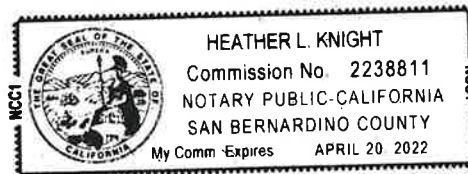
State of California }SS
County of San Bernardino }SS

On 3/25/22 before me, HEATHER L. KNIGHT (here insert name and title of the officer) personally appeared, RICHARD MUNKVOLD AND MARK HICKS 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 is true and correct.

WITNESS my hand and official seal

Signature 



(SEAL)

Attachment: Cooperative Agreement - Tract 37544 Quincy Street Channel Stage 4 (5790 : PEN18-0092 (TR 37544) - APPROVE COOPERATIVE

Exhibit "A"

Parcel 1:

Lot 8 in Block 116 of Map No. 1 of the Bear Valley and Alessandro Development Company, as shown by Map on File in Book 11 Page(s) 10 of Maps, records of San Bernardino County, California.

Except that portion described as follows:

Beginning at the Southwest corner of said Lot 8, said point being on the Northerly line of Brodiaea Street, as shown on said Map; thence Easterly along the Southerly line of said Lot, 67.6 feet; thence Northerly and parallel with the Westerly line of said Lot, 135 feet; thence Westerly and parallel with the Southerly line of said Lot, 67.6 feet; thence Southerly along the Westerly line of said Lot, 135 feet to the point of beginning.

APN: 478-080-014

Parcel 2:

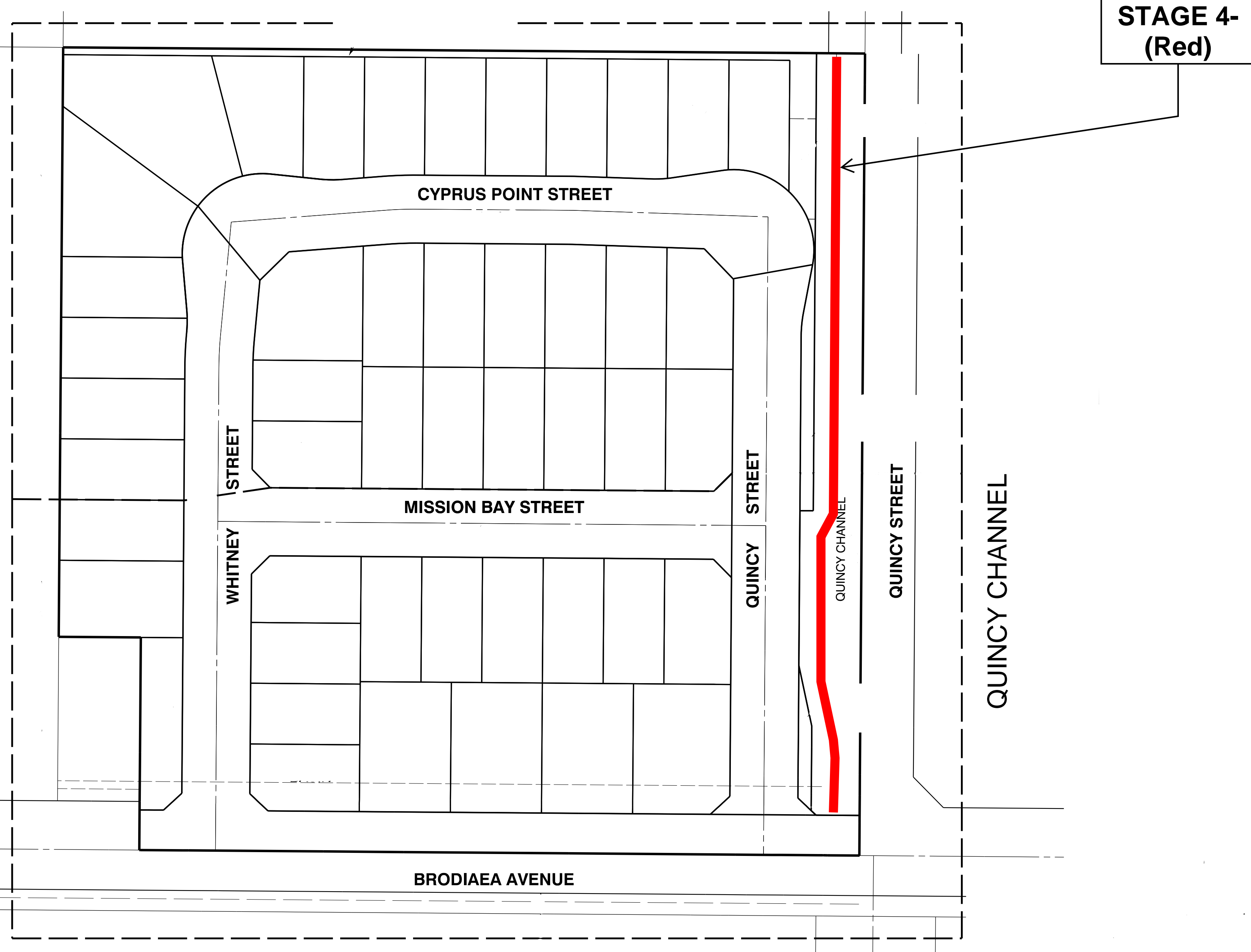
An easement for ingress and egress over the Southerly 10 feet of a parcel of land described as follows:

That portion of Lot 8 in Block 116 of Map No. 1 of the Bear Valley and Alessandro Development Company, as shown by Map on File in Book 11 Page(s) 10 of Maps, records of San Bernardino County, California, and particularly described as:

Beginning at the Southwest corner of said Lot 8, said point being on the Northerly line of Brodiaea Street, as shown on said Map; thence Easterly along the Southerly line of said Lot, 67.6 feet; thence Northerly and parallel with the Westerly line of said Lot, 135 feet; thence Westerly and parallel with the Southerly line of said Lot, 67.6 feet; thence Southerly along the Westerly line of said Lot, 135 feet to the point of beginning.

EXHIBIT "B"

COOPERATIVE AGREEMENT
Quincy Street Channel,
Stage 4
Project No. 4-0-00143-04
Tract Map No. 37544



STAGE 4- (Red)

EXHIBIT “C”

DISTRICT's Insurance Requirements is as follows:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability

EXHIBIT “C”

Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement

EXHIBIT “C”



found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

EXHIBIT D



LEGEND:

-  RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT (RCFCWD) RIGHT-OF-WAY
-  RCFCWD ACCESS & MAINTENANCE EASEMENT

COOPERATIVE AGREEMENT

PROJECT NO. 4-0-00143
TRACT NO. 37544



Attachment: Cooperative Agreement - Tract 37544 Quincy Street Channel Stage 4 (5790 : PEN18-0092 (TR 37544)) - APPROVE COOPERATIVE



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: April 19, 2022

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO CT&T CONCRETE PAVING INC. FOR FISCAL YEAR 2021-22 ADA RAMP IMPROVEMENTS, PROJECT NO. 801 0095

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to CT&T Concrete Paving Inc., 324 South Diamond Bar Boulevard, PMB 275, Diamond Bar, CA 91765, for the Fiscal Year 2021-22 ADA Access Ramp Improvements project in the amount of \$651,300.00, funded by the Transportation Development Act Article 3 Bicycle and Pedestrian Facilities Program (SB 821) grant and gas tax;
2. Authorize the City Manager to execute a contract with CT&T Concrete Paving Inc.;
3. Authorize the issuance of a Purchase Order for CT&T Concrete Paving Inc. in the amount of \$748,995.00 (\$651,300.00 bid amount plus 15% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract with CT&T Concrete Paving Inc. up to, but not exceeding, a contingency of \$97,695.00 subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with CT&T Concrete Paving Inc. for the construction of the Fiscal Year 2021-22 ADA Access Ramp Improvements project. The project is funded by SB 821 grant and gas tax and has been approved in the Fiscal

Years 2021-22 & 2022-23 Capital Improvement Plan (CIP).

DISCUSSION

In May 2021, the City received a grant award in the amount of \$430,000 from the Riverside County Transportation Commission (RCTC) under the Transportation Development Act Article 3 Bicycle and Pedestrian Facilities Program (SB 821) for the reconstruction of seventy-seven (77) existing access ramps citywide. The City Council accepted the grant at its meeting on August 3, 2021 and approved the use of gas tax in the amount of \$430,000 (50% match) as local match to the grant for completing the design and construction of the project.

This project will provide American with Disabilities Act (ADA) compliant and safety enhanced access ramps at twenty-seven (27) intersections throughout the City of Moreno Valley. The project also includes various pedestrian safety enhancing improvements such as repainting crosswalks, installing pedestrian push buttons, and reconstructing adjacent sidewalks to accommodate and allow for level walking surface transition between the existing sidewalks and the new ramps.

The Planning Division of the Community Development Department has determined that this project qualifies for a Class I Categorical Exemption as defined in Section 15301(c) of the California Environmental Quality Act (CEQA) because the work involves rehabilitation of existing facilities or no expansion of an existing use.

The bidding documents were completed in February 2022. The project was advertised for construction bids in March 2022 and formal bidding procedures were followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on March 31, 2022, and Seven (7) bids were received as follows:

<u>CONTRACTORS</u>	<u>Bid Amount</u>
1. CT&T Concrete Paving Inc.	\$651,300.00
2. Aneen Construction, Inc.	\$682,500.00
3. I E General Engineering, Inc.	\$730,870.00
4. Universal Construction and Engineering	\$849,001.00
5. Alfaro Communications Construction, Inc.	\$876,140.00
6. Onyx Paving Company, Inc.	\$969,000.00
7. EBS General Engineering, Inc.	\$1,024,308.00

The lowest responsible bidder was determined by comparing the cumulative total for all bid items as stipulated in the Bidding Documents. Staff has reviewed the bid by CT&T Concrete Paving Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by CT&T Concrete Paving Inc. in their bid.

The contingency of 15% of the bid amount (\$97,695.00) is recommended to account for any latent or unforeseen circumstances encountered during construction and allow flexibility to respond to resident requests during construction.

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

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this report. *This alternative allows for the completion of the construction of much needed improvements of the project, thereby enhancing pedestrian safety and mobility for the public.*
2. Do not approve and authorize the recommended actions. *This alternative, not recommended by staff, would delay implementation of the project and its resulting benefits and may jeopardize the SB 821 funding.*

FISCAL IMPACT

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

AVAILABLE FUNDS:

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

ESTIMATED PROJECT COSTS:

Design	\$20,000
Construction cost (plus 15% contingency)	\$748,995
Construction Materials Testing and Geotechnical Services	\$30,000
Construction Survey Services	\$30,000
Project Administration and Inspection	<u>\$30,000</u>
Total	\$858,995

ANTICIPATED PROJECT SCHEDULE:

Design Completed..... February 2022

Start Construction.....June 2022
Complete Construction.....October 2022

NOTIFICATION

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

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, PE
Senior Engineer

Department Head Approval:
Michael Lloyd, PE
Public Works Director/City Engineer

Concurred By:
Melissa L. Walker, PE
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



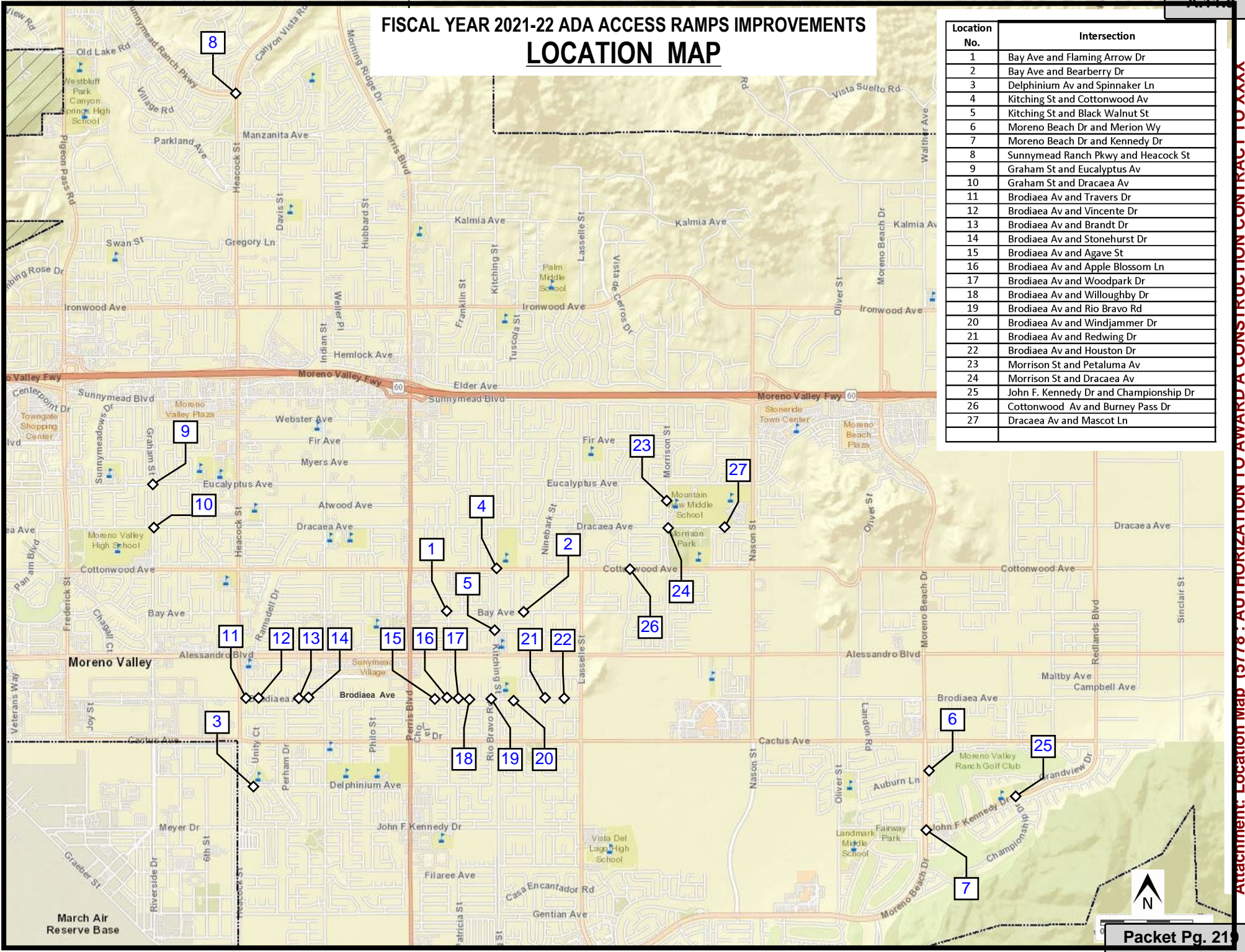
on the left hand side of this document for the necessary attachment.

- 1. Location Map
- 2. Agreement with CT&T Concrete Paving Inc

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/13/22 6:37 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/13/22 8:49 AM

FISCAL YEAR 2021-22 ADA ACCESS RAMPS IMPROVEMENTS LOCATION MAP



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

Attachment: Location map (5776) - AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO XXXX

Agreement No. _____

AGREEMENT

PROJECT No. 801 0095

**FISCAL YEAR 2021-22 ADA ACCESS RAMPS IMPROVEMENTS
(SB 821 Bicycles and Pedestrian Facilities Program)**

This Fiscal Year 2021-22 ADA Access Ramps Improvements Agreement (hereinafter, this "Agreement") is made and entered into this _____ day of _____ 2022 ("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 **CT&T Concrete Paving Inc.**, hereinafter referred to as "Contractor."

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

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

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

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

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

Standard Form of Agreement
00500-1

Attachment: Agreement with CT&T Concrete Paving Inc (5778 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO XXXX FOR

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 Additive Alternate Bid Items, if any, set forth the Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is **Six Hundred Fifty One Thousand Three Hundred and 00/100** Dollars (**\$651,300.00**) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

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

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Sixty (60) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

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

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

- 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

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements 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 complete the Work within the Contract Time, which includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders) in accordance with **Article 5** above. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadlines for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar Day** that completion of the each such portion of the Work is delayed beyond the Contract Time. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

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

delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

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

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

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

7. INSURANCE.

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

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing 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:

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

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

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

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

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

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

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

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

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

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

7.9. Commercial General Liability. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation

or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

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

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

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

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

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

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

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material

suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

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

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

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

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

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

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

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

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

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

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

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

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

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

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

10.9. Survival of Indemnity Obligations. Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

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

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, a Municipal Corporation

CT&T Concrete Paving Inc.

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

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

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

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

Attachment: Agreement with CT&T Concrete Paving Inc (5778 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO XXXX FOR



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: April 19, 2022

TITLE: PUBLIC HEARING TO APPROVE CDBG, HOME & ESG PROJECT SELECTIONS FOR INCLUSION IN FISCAL YEAR 2022/23 ANNUAL ACTION PLAN

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the proposed project selections for Fiscal Year (FY) 2022/23 Annual Action Plan.

SUMMARY

Every year, the City is required to submit an Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan identifies how the CDBG, HOME and ESG program funds will be utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods. It serves as the City's official grant application to HUD which must be submitted by May 13, 2022. The activities recommended for inclusion in the FY 2022/23 Annual Action Plan for CDBG, HOME and ESG are summarized in Attachment 1. Staff recommends that the City Council conduct a public hearing and review the proposed project selections for inclusion in the FY 2022/23 Annual Action Plan and submittal to HUD.

DISCUSSION

The Annual Action Plan proposed for Council consideration specifically identifies how Moreno Valley will allocate CDBG, HOME and ESG funds for the upcoming fiscal year. The FY 2022/23 Action Plan will serve as the annual update to the City's proposed five-year Consolidated Plan (FY 2018-2023). Tonight's Public Hearing represents one of

the Public Hearings in a series of meetings conducted under the City's FY 2022/23 Action Plan schedule. The City Council established CDBG funding priorities at the December 7, 2021 meeting. The following provides a summary of the events that have occurred during the application process to date:

- October 26, 2021 Finance Subcommittee review of grant policies and objectives
- December 7, 2021 City Council Public Hearing to review Policies and Objectives and to collect community needs and comments
- December 16, 2021 Notification of Notice of Funding Available (NOFA) posted by City Clerk in various satellite locations
Application made available on City website & PlanetBids
- January 6, 2022 Application Workshop held via teleconference
- January 31, 2022 Application submittal deadline

The following provides a summary of the events that are scheduled to occur during the continued application process:

- April 19, 2022 City Council Public Hearing to open the public comment period and to review and consider project selections
- May 3, 2022 City Council Public Hearing to approve FY 2022/23 Annual Action Plan and close of public comment/ review period
- May 13, 2022 Submittal of Approved FY 2022/23 Annual Action Plan to HUD

HOME Investment Partnerships Program (HOME) – Grant Purpose

The Home Investment Partnerships Program was established by the Title II of the Cranston-Gonzalez National Affordable Housing Act. The objectives of the HOME program include:

- Expanding the supply of decent and affordable housing, particularly housing for low- and very low-income residents,
- Strengthening the abilities of State and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing,
- Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing; and
- Extending and strengthening partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

HOME Investment Partnerships Program (HOME) – Funding and Limitations

Fiscal Year 2022/2023 Estimated Allocation	Funding Allocation
Planning and Administration Cap (10% of annual grant)	\$66,975.40
Mandatory CHDO set-aside (15% of annual grant)	\$100,463.10
Available for Other Activities	\$502,315.50
TOTAL Estimated Allocation*	\$669,754.00
TOTAL Estimated Uncommitted Prior Year HOME Funds	\$0.00
TOTAL Estimated Available for Funding	\$669,754.00

** Estimated HOME allocation for Fiscal Year 2022/23 based on prior year funding*

Emergency Solutions Grants Program (ESG) – Grant Purpose

The objectives of the ESG program are to assist, protect, and improve living conditions for the homeless. The program provides funding to:

- Engage homeless individuals and families living on the street,
- Improve the number and quality of emergency shelters for homeless individuals and families,
- Help operate these shelters,
- Provide essential services to shelter residents,
- Rapidly re-house homeless individuals and families, and
- Prevent families/individuals from becoming homeless.

Emergency Solutions Grants Program (ESG) – Funding and Limitations

Fiscal Year 2022/2023 Estimated Allocation*	Funding Allocation
Planning and Administration Cap (7.5% of annual grant)	\$13,020.30
Available for Other Activities	\$160,583.70
TOTAL Estimated Allocation*	\$173,604.00
TOTAL Estimated Uncommitted Prior Year ESG Funds**	\$40,000.00
TOTAL Estimated Available for Funding	\$213,604.00

* Estimated ESG allocation for Fiscal Year 2022/23 based on prior year funding

** The City may utilize prior-year uncommitted funds towards non-public service activities

Community Development Block Grant (CDBG) – Grant Purpose

The Community Development Block Grant program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income.

The CDBG objective is to be achieved in two ways: First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and blight, or
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low- and moderate-income persons.

Community Development Block Grant (CDBG) – Funding and Limitations

Fiscal Year 2022/2023 Estimated Allocation*	Funding Allocation
Planning and Administration Cap (20% of annual grant)	\$409,165.00
Public Services Cap (15% of annual grant)	\$306,873.75
Available for Other Activities (65% of annual grant)	\$1,329,786.25
TOTAL Estimated Allocation*	\$2,045,825.00
TOTAL Estimated Uncommitted Prior Year(s) CDBG Funds**	\$50,000.00
TOTAL Estimated Available for Funding	\$2,095,825.00

** Estimated CDBG allocation for Fiscal Year 2022/23 based on prior year funding*

*** The City may utilize prior-year uncommitted funds towards non-public service activities*

Our independent consultant, Willdan Financial Services, conducted the application review process and the preliminary draft of the CDBG, HOME and ESG program summaries and funding recommendations are shown in Attachment 1.

ALTERNATIVES

The Council has the following alternatives:

1. Conduct a public hearing providing the public with an opportunity to comment on the proposed FY 2022/23 Annual Action Plan and provide an opportunity for City Council to make modifications to the project allocations. *Staff recommends this alternative as it will allow the grant funds to be allocated and approved within HUDs requirements.*
2. Do Not conduct a public hearing providing the public with an opportunity to comment on the proposed FY 2022/23 Annual Action Plan, and NOT provide an opportunity for City Council to make modifications to the project allocations. *Staff does not recommend this alternative as it will not allow the grant funds to be allocated and approved within HUDs requirements.*

FISCAL IMPACT

Expenses for these programs are reimbursed by the Federal grants. The ESG program requires a 100% match that will be met by the City's ESG subrecipients. Based on the recommended actions, there is no impact to the General Fund.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise, and La Prensa newspapers on Thursday, March 31, 2022, and Friday April 1, 2022, respectively. Additional notification was available through the City's website and directly e-mailed to those who applied for funding and are on our interest list.

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. Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/13/22 6:52 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/13/22 8:48 AM



City of Moreno Valley

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)**

FISCAL YEAR 2022/2023

**APPLICATION REVIEW
AND
FUNDING RECOMMENDATION**

**Public Hearing
April 19, 2022**

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

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Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

I. OVERVIEW

Historically, the City of Moreno Valley (the “City”) has received federal funding on an annual basis from the Department of Housing and Urban Development (HUD) for two formula block grant programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Since Program Year 2013/14, the City has become a direct recipient of Emergency Solutions Grants Program (ESG) funds.

Descriptions of each formula block program (HOME, ESG and CDBG) can be found in Sections II, III, and IV of this report.

The following subsections provide an overview of the Five-Year Consolidated Plan, The Citizen Participation Plan, The Annual Action Plan, Objectives and Policies, and the Fiscal Year (FY) 2022/23 Application Process and Review.

The Five-Year Consolidated Plan

Every five years, the City of Moreno Valley prepares a Five-Year Consolidated Plan (ConPlan), which describes community needs, resources, priorities, and proposed activities to be undertaken under certain HUD programs, including, HOME, ESG and CDBG that benefit low and moderate-income households and neighborhoods.

The ConPlan for Fiscal Years 2018/19 through 2022/23, outlines the following goals and strategies:

- Substandard Housing Strategy
- Homelessness Strategy
- Public Facilities and Improvements Strategy
- Public Services Program Strategy
- Housing Discrimination Strategy
- Economic Development Strategy
- Planning and Administration Strategy

The Citizen Participation Plan

The City has developed a Citizen Participation Plan (CPP) as a part of the ConPlan that sets forth the policies and procedures to encourage citizen's participation in the HOME, ESG and CDBG Program planning and implementation processes. This CPP provides the method and process by which the City will encourage citizen participation in the development of its ConPlan.

A copy of the City's Citizen Participation Plan is available for inspection at the Financial & Management Services Department during normal business hours.

The Annual Action Plan

Each year in May, the City of Moreno Valley is required to submit an update to the ConPlan to HUD, referred to as an Annual Action Plan (AAP). The AAP outlines the specific steps that will be taken during the year to address both the community development and housing priorities of the ConPlan. The AAP identifies how the HOME, ESG and CDBG Program funds will be utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods.

A copy of the City's AAP for prior program years is available for inspection at the Financial & Management Services Department during normal business hours and is available on the City's website at www.moval.org.

FY 2022/23 Proposed HOME, ESG and CDBG Objectives and Policies

The City's Objectives for the HOME, ESG and CDBG programs are summarized below (*listed alphabetically*) and additional detail can be found in the application booklet:

- Capital Improvement Activities
- Economic Development Activities
- Health, Safety, and Public Welfare Activities
- Historic Preservation Activities
- Homeless/Homeless Prevention Activities
- Housing and Neighborhood Improvement Activities
- Public Service Activities
 1. Basic Needs Related to Social Services Programs (such as but not limited to emergency food, shelter (homelessness), and utility assistance)
 2. Community Public Safety Programs
 3. Programs offering Low-Cost Transportation
 4. Employment Services/Programs and Job (Skills) Training
 5. Free/Low-Cost programs for School-Aged Youth
 6. Fair Housing Activities
- Slum or Blight Activities

FY 2022/23 Application Process and Review

On December 16, 2021, the City published Notice of Funding Availability (NOFA) for Fiscal Year 2022/23 Application for Funding for HOME, ESG and CDBG. According to the application guidelines, interested parties were informed to submit their completed applications by January 31, 2022, 5:00 pm. Programs and projects seeking funding from the City of Moreno Valley must address one or more of the Community Development Priorities set forth in the Five-Year Consolidated Plan, in addition to meeting all other conditions as summarized in the application booklet. A copy of the application booklet which provided additional information on the City's objectives and policies was made available on the City's website.

The City received eighteen (18) eligible applications requesting a total \$3,631,929. This report does not include information from any applications that were incomplete, withdrawn and/or deemed ineligible.

As part of the application process in preparation of the One-Year Action Plan, the City has contracted Willdan Financial Services ("Willdan") to collaborate with City Staff and Officials, as the Technical Review Committee for the HOME, ESG and CDBG application proposals.

The Technical Review Committee's preliminary recommendations will be presented at a Public Hearing scheduled on April 19, 2022. At this meeting, the City of Moreno Valley City Council will review and consider the proposed project selections. In line with the City's policies and objectives and the Citizen's Participation Plan, the final project selections will be made by the City Council via Public Hearing on May 3, 2022. The Annual Action Plan is scheduled to be submitted to HUD at least 45 days before the beginning of the program year.

The following subsequent sections of this report contain the current proposed project selections for FY 2022/23.

II. Home Investment Partnerships Program (HOME) - \$669,754

Grant Purpose

The Home Investment Partnerships Program was established by the Title II of the Cranston-Gonzalez National Affordable Housing Act. The objectives of the HOME Program include:

- Expanding the supply of decent and affordable housing; primarily rental housing.
- Strengthening the ability of state and local government to provide adequate supplies of decent, affordable housing.
- Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing.
- Extending partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

Funding

Estimated Fiscal Year 2022/2023 Allocation	HOME
Planning and Administration Cap (10% of annual grant)	\$66,975
Mandatory CHDO set-aside (15% of annual grant)	\$100,464
Available for Other Activities	\$502,315
TOTAL Approved Allocation*	\$669,754
TOTAL Estimated Uncommitted Prior Year HOME Funds	\$0
TOTAL Estimated Available for Funding	\$669,754

* Estimated HOME allocation for Fiscal Year 2022/23

Applications

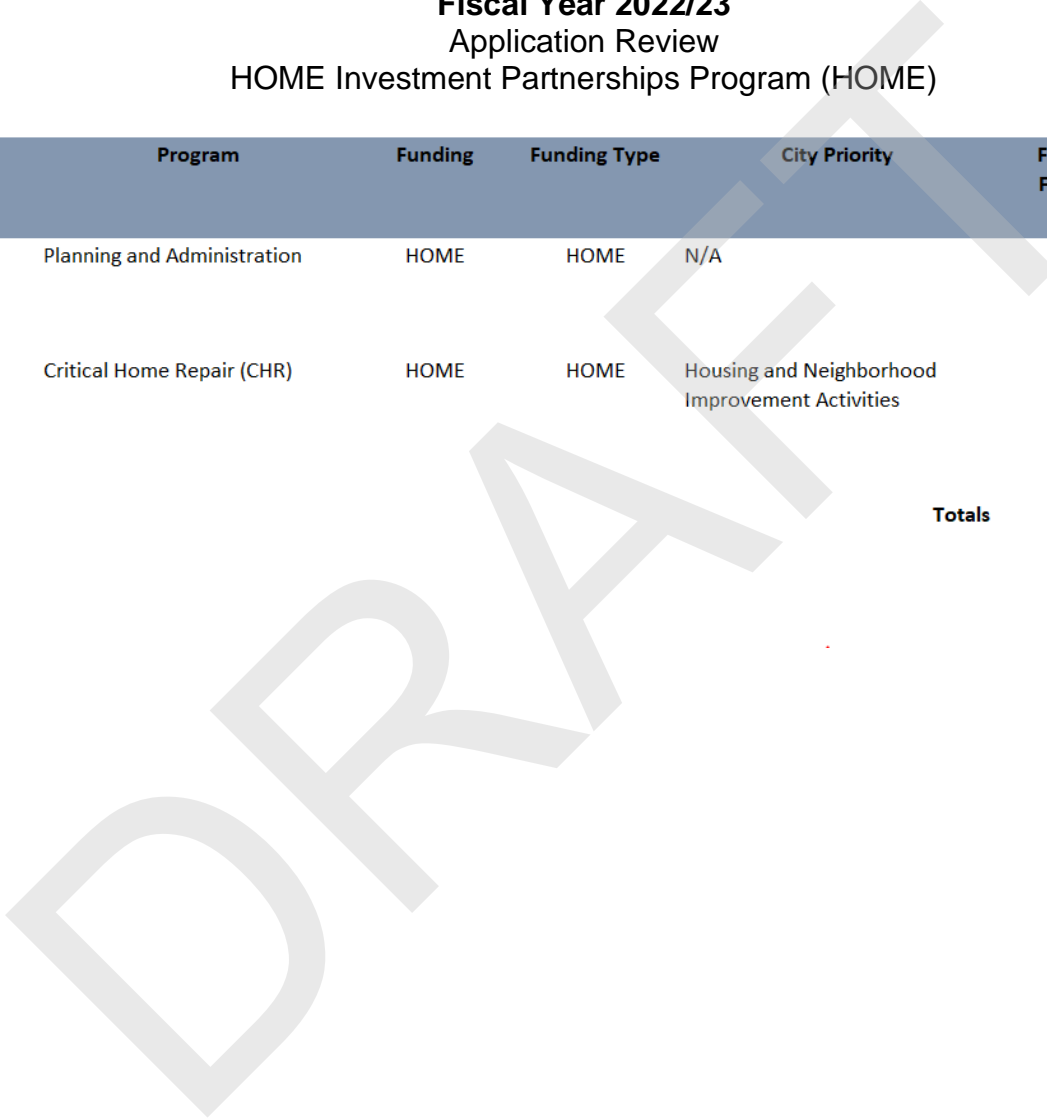
The City received one (1) HOME applications requesting a total of \$415,000 in HOME funding, leaving uncommitted HOME funds of \$87,315.

Recommendations

Applications were evaluated according to the required criteria.

City of Moreno Valley
Fiscal Year 2022/23
Application Review
HOME Investment Partnerships Program (HOME)

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 21-22 Funding	Funding Requested FY 22-23	Funding Recommended FY 22-23
N/A	The City of Moreno Valley	Planning and Administration	HOME	HOME	N/A	\$66,975	\$66,975	\$66,975
1	Habitat for Humanity Riverside	Critical Home Repair (CHR)	HOME	HOME	Housing and Neighborhood Improvement Activities	\$145,000	\$415,000	\$415,000
Totals						\$211,975	\$481,975	\$481,975



Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 :

III. Emergency Solutions Grants Program (ESG) - \$213,604

Grant Purpose

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants Program. The City has received ESG program grant funds for 8 years. The decision to apply the American Community Survey (ACS) data to calculate HUD allocations made Moreno Valley eligible to receive ESG funds.

The ESG program is issued to assist, protect, and improve living conditions for the homeless. The program provides funding to:

- Engage homeless individuals and families living on the street,
- Improve the number and quality of emergency shelters for homeless individuals and families,
- Help operate these shelters and provide essential services to shelter residents,
- Rapidly re-house and provide essential services to shelter residents,
- Prevent families/individuals from becoming homeless and provide essential services to those at risk of homelessness.

Funding

Estimated Fiscal Year 2022/2023 Allocation	ESG
Planning and Administration Cap (7.5% of annual grant)	\$13,020
Available for Other Activities	\$160,584
TOTAL Approved Allocation*	\$173,604
TOTAL Estimated Uncommitted Prior Year(s) ESG Funds**	\$40,000
TOTAL Estimated Available for Funding	\$213,604

* Estimated ESG allocation for Fiscal Year 2022/23

** Estimate is based on prior year uncommitted funds

Applications

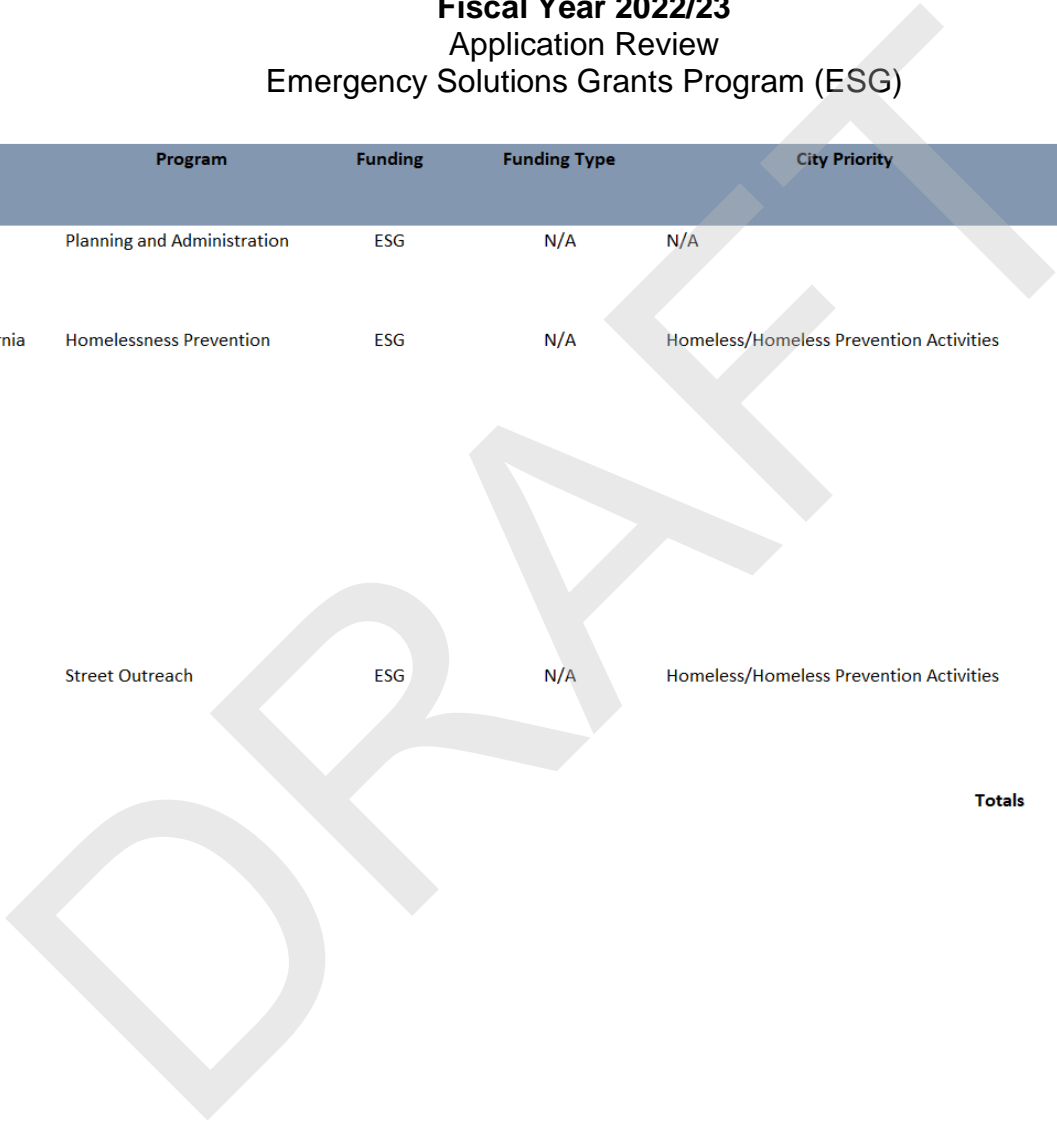
The City received two (2) ESG applications requesting a total of \$210,584 in ESG funding, exceeding the estimated available for funding by \$50,000.

Recommendations

Applications were evaluated according to the required criteria.

**City of Moreno Valley
Fiscal Year 2022/23
Application Review
Emergency Solutions Grants Program (ESG)**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 21-22 Funding	Funding Requested FY 22-23	Funding Recommended FY 22-23
N/A	The City of Moreno Valley	Planning and Administration	ESG	N/A	N/A	\$13,020	\$13,020	\$13,020
2	Lutheran Social Services of Southern California	Homelessness Prevention	ESG	N/A	Homeless/Homeless Prevention Activities	\$0	\$50,000	\$50,000
3	The Salvation Army	Street Outreach	ESG	N/A	Homeless/Homeless Prevention Activities	\$90,000	\$160,584	\$0
Totals						\$103,020	\$223,604	\$63,020



Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 :

IV. Community Development Block Grant (CDBG) - \$2,095,825

Grant Purpose

The Community Development Block Grant (CDBG) Program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income.

The CDBG objective is to be achieved in two ways:

First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and/or blight,
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low and moderate-income persons.

Funding and Limitations

Estimated Fiscal Year 2022/2023 Allocation	CDBG
Planning and Administration Cap (20% of annual grant)	\$409,165
Public Services Cap (15% of annual grant)	\$306,873
Available for Other Activities (65% of annual grant)	\$1,329,787
TOTAL Approved Allocation *	\$2,045,825
TOTAL Estimated Uncommitted Prior Year(s) CDBG Funds**	\$50,000
TOTAL Estimated Available for Funding	\$2,095,825

* Estimated CDBG allocation for Fiscal Year 2022/23

** The City may utilize prior-year uncommitted funds towards non-public service activities.

CDBG Public Service – Limited to 15%

The City's Public Service priority ranking as approved by the Council is recapped below:

Priority 1: Basic Needs Related Social Services Programs (such as but not limited to emergency food and shelter (homelessness), abused children advocacy, and utility assistance)

Priority 2: Community Public Safety Programs

Priority 3: Programs offering Low-Cost Transportation

Priority 4: Employment Services/Programs and Job (Skills) Training

Priority 5: Free/Low-Cost programs for School-Aged Youth

Priority 6: Fair Housing Activities

According to the CDBG regulations, the amount of CDBG funds obligated within a program year to support public service activities may not exceed 15% of the annual program allocation. As a result, the City's Public Service projects for program year 2022/23 is limited to **\$306,873**.

There was a total of eleven (11) public service applications received totaling \$420,354 exceeding the estimated available for funding by \$113,481.

**City of Moreno Valley
Fiscal Year 2022/23
Application Review
Community Development Block Grant (CDBG)
Public Service**

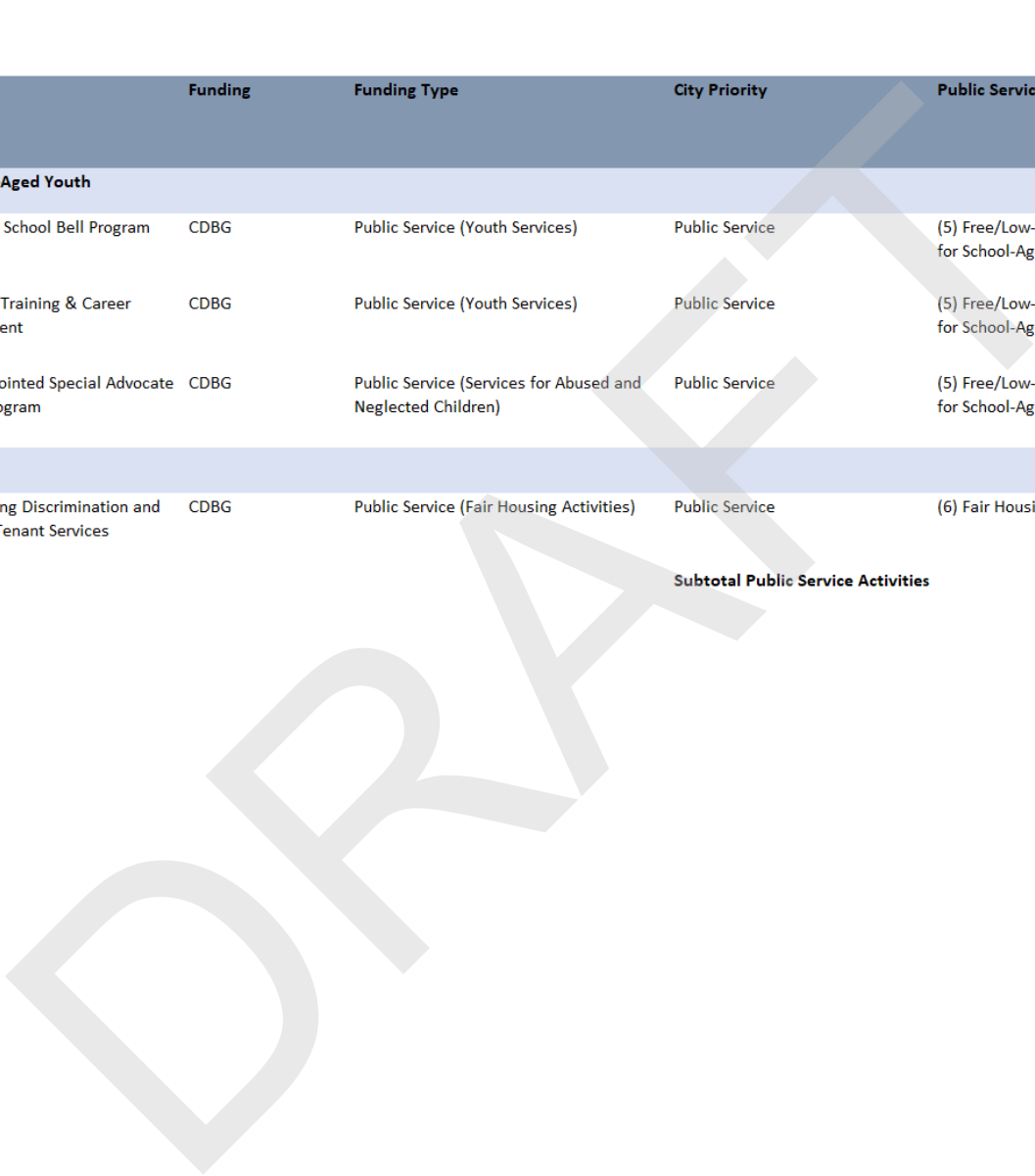
App. No.	Applicant	Program	Funding	Funding Type	City Priority	Public Service Priority	Funding FY 21-22	Funding Requested FY 22-23	Funding Recommended FY 22-23
(1) Public Service - Basic Needs									
4	Family Service Association	Senior Nutrition Program	CDBG	Public Service (Senior Services)	Public Service	(1) Basic Needs (Case Management for Food Program)	\$20,000	\$20,000	\$20,000
5	Operation Safe House, Inc.	Emergency Shelter for Runaway Youth	CDBG	Public Service (Homelessness Services)	Public Service	(1) Basic Needs (Homelessness Services)	\$15,000	\$15,000	\$15,000
6	The Hole In Wall, Inc.	Homeless Services Expansion	CDBG	Public Service (Homelessness Services)	Public Service	(1) Basic Needs (Homelessness Services)	\$0	\$25,000	\$25,000
7	The Salvation Army	Neighborhood Clean Up / Homeless 2 Work Program	CDBG	Public Service	Housing and Neighborhood Improvement Activities	Basic Needs	\$0	\$22,357	\$22,357
(2) Public Service - Community Public Safety Programs									
8	Moreno Valley Police Department	Community Betterment Through CDBG Funding and Problem Oriented Policing	CDBG	Public Service (Crime Awareness/Prevention)	Public Service	(2) Community Public Safety Programs	\$71,192	\$83,370	\$83,370
9	Riverside Area Rape Crisis Center	Safe Communities Project	CDBG	Public Service (Crime Awareness/Prevention)	Public Service	(2) Community Public Safety Programs	\$15,000	\$15,000	\$15,000
(3) Public Service - Low Cost Transportation									
10	Friends of Moreno Valley Senior Center, Inc.	MoVan Senior Transportation Program	CDBG	Public Service (Senior Services)	Public Service	(3) Low-Cost Transportation	\$60,000	\$70,000	\$70,000
(4) Public Service - Employment Services/Programs and Job (Skills) Training									

* Any additional Funding not to exceed amount requested

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 :

App. No.	Applicant	Program	Funding	Funding Type	City Priority	Public Service Priority	Funding FY 21-22	Funding Requested FY 22-23	Funding Recommended FY 22-23
(5) Public Service - Free/Low-Cost Programs for School-Aged Youth									
11	Assistance League of Riverside	Operation School Bell Program	CDBG	Public Service (Youth Services)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$25,000	\$30,000	\$30,000
12	Rising Stars Business Academy	Youth Job Training & Career Development	CDBG	Public Service (Youth Services)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$0	\$41,452	\$41,452
13	Voices for Children	Court Appointed Special Advocate (CASA) Program	CDBG	Public Service (Services for Abused and Neglected Children)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$30,000	\$30,000	\$30,000
(6) Public Service - Fair Housing Activities									
14	Fair Housing Council of Riverside County, Inc	Fair Housing Discrimination and Landlord Tenant Services	CDBG	Public Service (Fair Housing Activities)	Public Service	(6) Fair Housing	\$66,225	\$68,175	\$68,175
Subtotal Public Service Activities							\$302,417	\$420,354	\$302,417

* Any additional Funding not to exceed amount requested



Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 :

CDBG Other Activities - 65% (Remaining Allocation)

After taking into account the limitations for CDBG Administration and Public Service Activities, the remaining allocation available to fund other activities was \$1,379,787, including \$50,000.00 of uncommitted prior year CDBG funds. There was a total of four (4) applications received for other activities, totaling \$2,585,992. The total requests exceeded the Fiscal Year 2022/23 estimated available for funding by over \$1,206,205.

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**City of Moreno Valley
Fiscal Year 2022/23
Application Review
Community Development Block Grant (CDBG)
Other-65% Funding**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 21-22 Funding	Funding Requested FY 22-23	Funding Recommended FY 22-23
Housing and Neighborhood Improvement Activities								
15	GRID Alternatives Inland Empire	City of MV Low-Income Solar Energy Assistance Program	CDBG	Rehabilitation: Single Unit Residential	Housing and Neighborhood Improvement Activities	\$100,000	\$100,000	\$100,000
Capital Improvements								
16	City of Moreno Valley - Capital Projects Division	Pavement Rehab for Various Local Streets (CDBG FY 22-23)	CDBG	Public Facilities and Improvements	Capital Improvements	\$1,765,185	\$1,730,000	\$1,279,786
Health, Safety, and Public Welfare								
17	Mary Erickson Community Housing	Victory Home Sober Live-In Housing	CDBG	Health, Safety, and Public Welfare	Health, Safety, and Public Welfare	\$0	\$726,500	\$0
18	Kingdom Way Center, Inc.	Community Assist Program with Mental Health	CDBG	Health, Safety, and Public Welfare	Health, Safety, and Public Welfare	\$0	\$29,491	\$0
Subtotal Other CDBG Activities						\$1,865,185	\$2,585,991	\$1,379,786
Program Administration								
N/A	The City of Moreno Valley	Planning and Administration	CDBG	Program Administration	N/A	\$403,223	\$409,165	\$409,165
Total CDBG Activities (Public Service, Other, Program Admin)						\$2,570,825	\$3,415,510	\$2,095,825

* Any additional Funding not to exceed amount requested

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 :

V. Fiscal Year 2022/23 Applicants Program Descriptions

Applicant's Program Descriptions for each application, as submitted by the applicants, can be found in the subsequent pages.

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City of Moreno Valley
Fiscal Year 2022/23
HOME Investment Partnerships Program (HOME)
Applicant Program Description

Application Number: 1
Funding: HOME

Applicant: Habitat for Humanity Riverside (HFHR)
Program: Critical Home Repair (CHR)

FY 22/23 Recommended Funding: **\$415,000**

Requested Funding Amount: **\$415,000**
Total # Person/Unit Served: 80 Persons / 20 Units
MV # Person/Unit Served: 80 Persons / 20 Units
Funding per Person/Unit Served: \$5,187.50 per person / \$20,750 per unit

Program Description:

The Critical Home Repair program (CHR) is a one-time home preservation service that offers interior and exterior repairs designed to assist homeowners living in a single family home or mobile home secured to the permanent foundation as their primary residence within the City limit of Moreno Valley. The interior repairs consist of electrical, plumbing, flooring, wall repairs, kitchen repairs, termite work, air conditioning, insulation, bath repairs, heating and furnaces, ceiling repairs, etc. The exterior maintenance includes replacement or repairs of roofing, house trims, siding, awnings, steps, entrance, door, windows, porch deck, handicap access ramps, weatherization, tree removal, and any other maintenance to ensure health, safety and code enforcement compliance. The program will assist twenty (20) households in the low to moderate income range (no more than 80% of the annual median income) for the needed repairs.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
 Fiscal Year 2022/23
 Emergency Solutions Grants Program (ESG)
 Applicant Program Description

Application Number: 2
Funding: ESG

Applicant: Lutheran Social Services of Southern California (LSSSC)
Program: Homelessness Prevention

FY 22/23 Recommended Funding: **\$50,000**

Requested Funding Amount: **\$50,000**
 Total # Person Served: 15
 MV # Person Served: 15
 Funding per MV Person Served: \$3,333.33

ESG Component	Budget	Individuals to be Served
Street Outreach		
Rapid Rehousing		
Homelessness Prevention	\$50,000	15
Emergency Shelter		
Total	\$50,000	15

Program Description:

LSSSC will provide 15 low-and moderate-income Moreno Valley households at eminent risk of losing their housing, with short-term financial assistance to cover their rent/mortgage (at fair market rate) and utilities (including arrears). Through this effort, LSSSC will quickly assess vulnerable households for eligibility and critical needs. Qualified households must demonstrate low-income status and risk of becoming homeless due to their inability to pay rent/mortgage. LSSSC will then quickly assist qualified households with short-term financial assistance to pay rent/mortgage.

The efforts will quickly stabilize these households. LSSSC will offer basic level of case management and supportive services with a tailored action plan to ensure that these households maintain self-sufficiency after services are completed. Some supportive services will include landlord-client mediation to prevent evictions, linkage to resources, life skills training, and financial education. Our partners will include the Coordinated Entry System; City of Moreno Valley; local churches, volunteers, and landlords.

City of Moreno Valley
 Fiscal Year 2022/23
 Emergency Solutions Grants Program (ESG)
 Applicant Program Description

Application Number: 3
Funding: ESG

Applicant: The Salvation Army
Program: Street Outreach

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$160,584**
 Total # Person Served: 50
 MV # Person Served: 50
 Funding per MV Person Served: \$3,211.68

ESG Component	Budget	Individuals to be Served
Street Outreach	\$160,584	50
Rapid Rehousing		
Homelessness Prevention		
Emergency Shelter		
HMIS		
Total	\$160,584	50

Program Description:

The project involves weekly outreach, performed by a full-time Outreach Coordinator, to unsheltered homeless persons on the streets and in local homeless encampments, with the objective of building relationships with those individuals and providing connections to available resources. Engagement will include the offering/provision of essential items, including food and hygiene kits. Case management will be provided by a part-time Case Manager, who will develop individualized service plans for homeless clients, with the goal of self-sufficiency. Clients will be connected to resources necessary for employment, housing, and other services in partnership with other local providers. Transportation assistance will also be provided. The program will be supervised by The Salvation Army's Riverside/Moreno Valley Social Services Director.

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 4
Funding: CDBG

Applicant: Family Service Association (FSA)
Program: Senior Nutrition Program

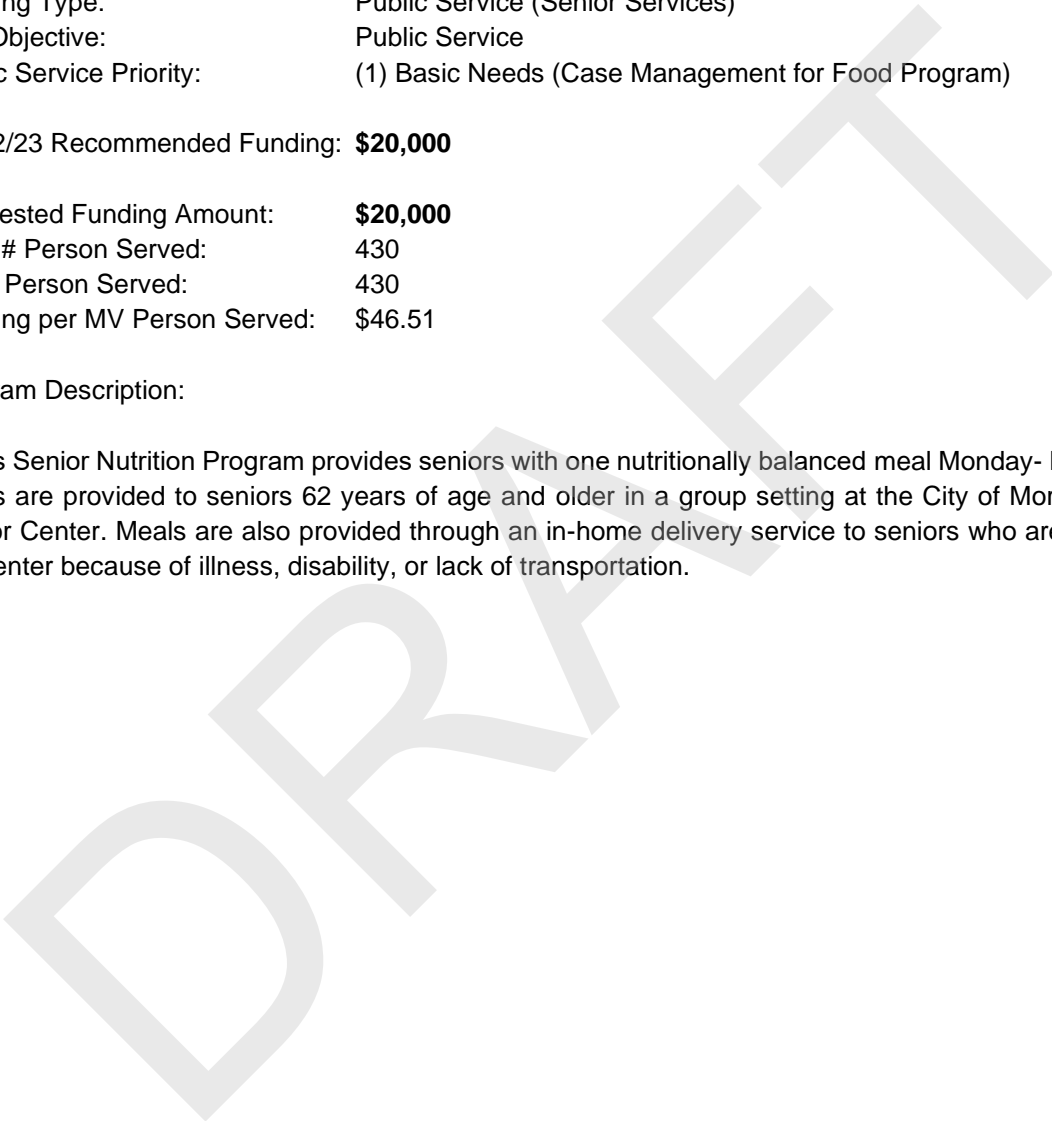
Funding Type: Public Service (Senior Services)
City Objective: Public Service
Public Service Priority: (1) Basic Needs (Case Management for Food Program)

FY 22/23 Recommended Funding: **\$20,000**

Requested Funding Amount: **\$20,000**
Total # Person Served: 430
MV # Person Served: 430
Funding per MV Person Served: \$46.51

Program Description:

FSA’s Senior Nutrition Program provides seniors with one nutritionally balanced meal Monday- Friday. The meals are provided to seniors 62 years of age and older in a group setting at the City of Moreno Valley Senior Center. Meals are also provided through an in-home delivery service to seniors who are unable to the center because of illness, disability, or lack of transportation.



Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 5
Funding: CDBG

Applicant: Operation Safe House, Inc.
Program: Emergency Shelter for Runaway Youth

Funding Type: Public Service (Homelessness Services)
City Objective: Public Service
Public Service Priority: (1) Basic Needs (Homelessness Services)

FY 22/23 Recommended Funding: \$15,000

Requested Funding Amount: \$15,000
Total # Person Served: 20
MV # Person Served: 20
Funding per MV Person Served: \$750.00

Program Description:

Operation SafeHouse was established by two Moreno Valley educators who found there was nowhere for runaway, homeless or other youth in crisis to go. Since 1990, Operation SafeHouse has provided these essential services in Riverside County for youth under the age of 18. Since 2000, collaboration with the City of Moreno Valley allows the use of the City of Moreno Valley Police Department to transport youth to the shelter, provide onsite school programs that serve 1,300 Moreno Valley Middle and High school students annually. Additionally, Operation SafeHouse is a member of the Citywide Coalition. CDBG funds will be used to provide direct services to a minimum of 20 City of Moreno Valley youth who enter our emergency shelter. About 95% of these Moreno Valley youth will exit into a safe and stable environment.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
 Fiscal Year 2022/23
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 6
Funding: CDBG

Applicant: The Hole In Wall, Inc.
Program: Homeless Services Expansion

Funding Type: Public Service (Homelessness Services)
 City Objective: Public Service
 Public Service Priority: Basic Needs

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$25,000**
 Total # Person Served: 300
 MV # Person Served: 300
 Funding per MV Person Served: \$83.33

Program Description:

The Hole in Wall Inc. (THIW) seeks to expand its existing facilities in order to:

- Ensure sustainability and growth by working with experienced consultants, who have donated much of their time, to make sure we use best practices and secure more funding.
- Expand services and meeting times to address the growing needs among the homeless community by at least 35%.

THIW's ongoing impact for the entire community is that clients are not becoming negative and disproportionate outcomes. Its program reduces the number of ethnic minorities who are homeless, victims of crime, mentally ill, addicted, and unable to access service.

THIW is serving a diverse homeless population that identify with multiple minority demographics, such as, veteran, bipoc, immigrant, and substance use. The individuals THIW is honored to help are:

- the youngest was only 18 and the oldest was 70
- 42% are African American
- 21% Hispanic
- 33% have a disability
- The majority have been a victim of violent crime
- 100% are extremely poor, most are magnitudes of degrees below the U.S. poverty line

Last year THIW observed an increase in the homeless population and a dramatic increased need for services. This funding will help THIW accommodate 35% more homeless individuals with resources and address the disproportionately high number of minority homeless in our community. THIW provided 2,300 services and averaged 50 unduplicated clients monthly – expansion will be serving 80 clients monthly and nearly 4,000 services.

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 7
Funding: CDBG

Applicant: The Salvation Army
Program: Neighborhood Clean Up / Homeless 2 Work Program

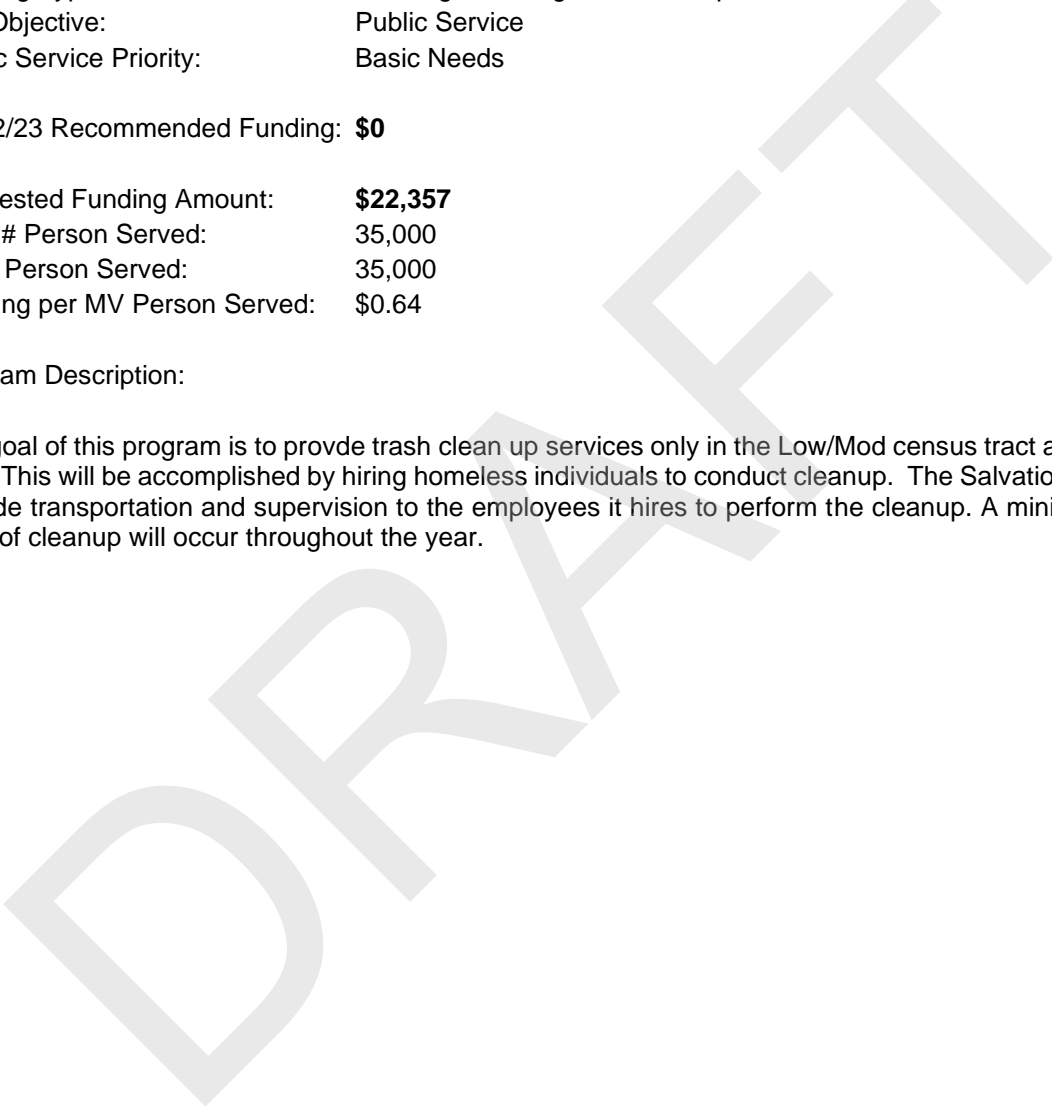
Funding Type: Housing and Neighborhood Improvement Activities
City Objective: Public Service
Public Service Priority: Basic Needs

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$22,357**
Total # Person Served: 35,000
MV # Person Served: 35,000
Funding per MV Person Served: \$0.64

Program Description:

The goal of this program is to provide trash clean up services only in the Low/Mod census tract areas of the City. This will be accomplished by hiring homeless individuals to conduct cleanup. The Salvation Army will provide transportation and supervision to the employees it hires to perform the cleanup. A minimum of 90 days of cleanup will occur throughout the year.



City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 8
Funding: CDBG

Applicant: Moreno Valley Police Department
Program: Community Betterment Through CDBG Funding and Problem Oriented Policing

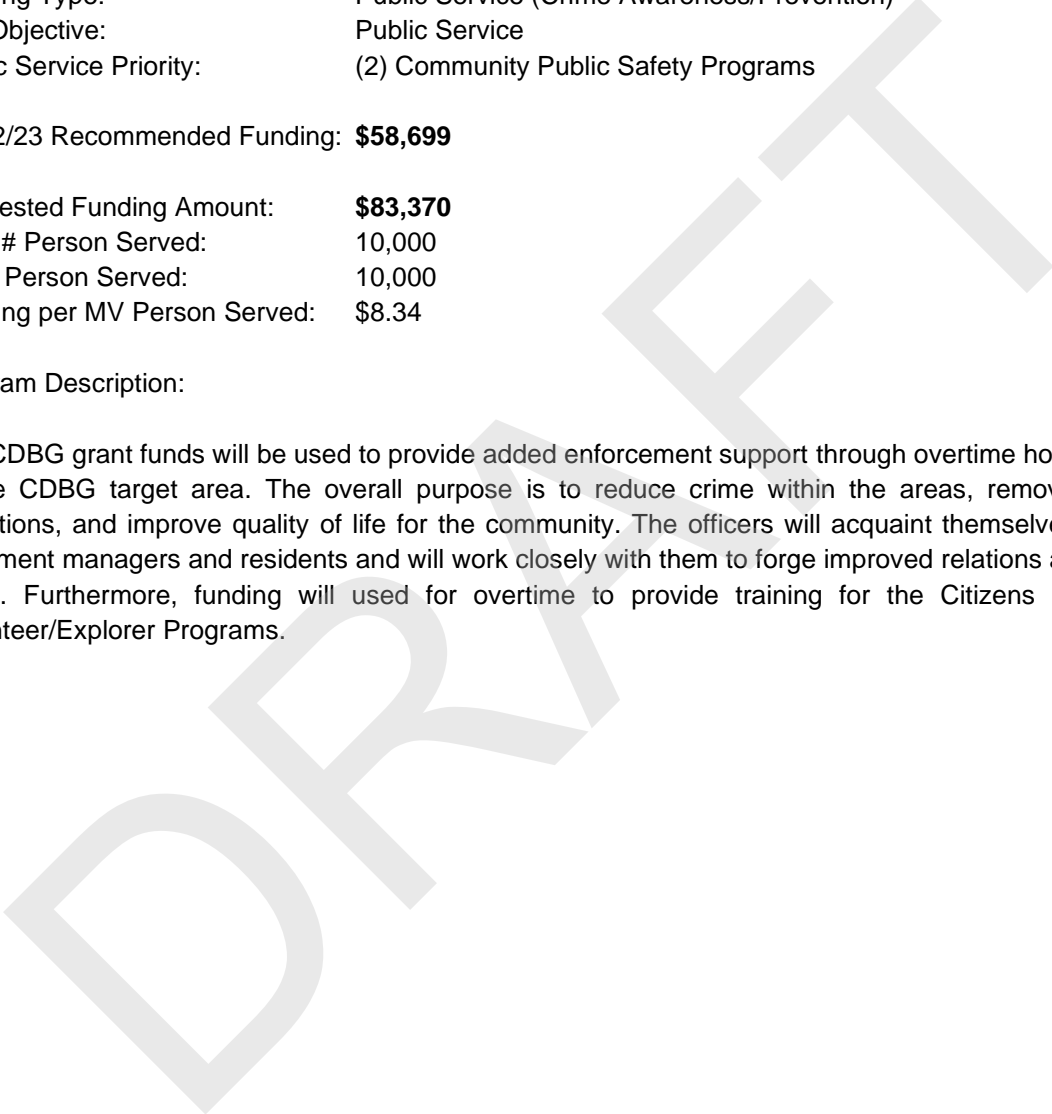
Funding Type: Public Service (Crime Awareness/Prevention)
City Objective: Public Service
Public Service Priority: (2) Community Public Safety Programs

FY 22/23 Recommended Funding: **\$58,699**

Requested Funding Amount: \$83,370
Total # Person Served: 10,000
MV # Person Served: 10,000
Funding per MV Person Served: \$8.34

Program Description:

The CDBG grant funds will be used to provide added enforcement support through overtime hours worked in the CDBG target area. The overall purpose is to reduce crime within the areas, remove blighted conditions, and improve quality of life for the community. The officers will acquaint themselves with the apartment managers and residents and will work closely with them to forge improved relations and reduce crime. Furthermore, funding will be used for overtime to provide training for the Citizens Patrol and Volunteer/Explorer Programs.



City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 9
Requested Funding: CDBG

Applicant: Riverside Area Rape Crisis Center
Program: Safe Communities Project

Funding Type: Public Service (Crime Awareness/Prevention)
City Objective: Public Service
Public Service Priority: (2) Community Public Safety Programs

FY 22/23 Recommended Funding: **\$15,000**

Requested Funding Amount: \$15,000
Total # Person Served: 23,725
MV # Person Served: 23,725
Funding per MV Person Served: \$0.63

Program Description:

Riveride Area Rape Crises Center (RARCC) Safe Communities Project is a community outreach program to promote health and wellness within families and eliminate the prevalence of gender-based violence in low-to-moderate income communities. Program delivery will be accomplished through community-based workshops and presentations at Moreno Valley partner sites and an adapted hybrid format RARCC designed due to the pandemic. It will remain permanently to expand its reach to those who face barriers to accessing services. The proposed program has been expanded from an in-school model to community-based and virtual to serve youth, parents, and community members. Program objectives have additionally been expanded to include gender-based violence prevention, family resiliency, and the ending of generational cycles of trauma.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 10
Requested Funding: CDBG

Applicant: Friends of Moreno Valley Senior Center, Inc.
Program: MoVan Senior Transportation Program

Funding Type: Public Service (Senior Services)
City Objective: Public Service
Public Service Priority: (3) Low-Cost Transportation

FY 22/23 Recommended Funding: **\$70,000**

Requested Funding Amount: \$70,000
Total # Person Served: 146
MV # Person Served: 146
Funding per MV Person Served: \$479.45

Program Description:

MoVan is a transportation van for twelve passengers plus 2 wheelchairs, provided Monday through Friday, 8:15 a.m-4:45 p.m. The MoVan is a safe, convenient form of transit service specially designed to meet mobility needs of Moreno Valley seniors 60 years or older and disabled adult residents. MoVan transports curb-to-curb to our Senior Community Center as well as to medical/dental/optical appointments, grocery shopping, food distribution pickups and professional service appointments. MoVan provides this at a low cost of \$1.00 for one-way trips, \$2.50 outside the city limits, all within a 20-mile radius. No one is turned away due to inability to pay.

The requested funds are used to pay the third-party transit company who is responsible for securing the drivers, dispatch service, fuel, maintenance, permit fees and insurance at an all-inclusive rate of \$80.56/hour. This rate increased by 4.50% due to today's rising costs.

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City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 11
Funding: CDBG

Applicant: Assistance League of Riverside
Program: Operation School Bell Program

Funding Type: Public Service (Youth Services)
City Objective: Public Service
Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 22/23 Recommended Funding: **\$30,000**

Requested Funding Amount: \$30,000
Total # Person Served: 1,650
MV # Person Served: 330
Funding per MV Person Served: \$90.91

Program Description:

Operating since 1967, Operation School Bell is a program provided to elementary, middle, and high school students with a goal of assisting them in removing barriers to learning. The program provides new school clothes and dental kits to homeless and economically disadvantaged children. Through collaboration with eight school districts, we get referrals for students who need our program. Approximately one-fifth of these students (about 330) come from Moreno Valley. Referred students are assigned a specific date and time to come to a local JCPenney store (one of which is in Moreno Valley). The students are met by Assistance League of Riverside volunteers who guide them regarding what type of purchases they may make (clothes and/or shoes they can wear to school). After the students select their purchases, an Assistance League of Riverside volunteer pays for up to \$150 worth of school clothing.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 12
Funding: CDBG

Applicant: Rising Stars Business Academy
Program: Youth Job Training & Career Development

Funding Type: Public Service (Youth Services)
City Objective: Public Service
Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: \$41,452
Total # Person Served: 45
MV # Person Served: 45
Funding per MV Person Served: \$921.16

Program Description:

The project will develop new partnerships with local businesses that will commit to hiring students who will be readily equipped to work. The new partnerships will include jobs in IT pathways, customer service jobs, administrative work and logistics. In addition, the project will serve up to 45 youth throughout the year, approximately serving up to 15 in each trimester. The youth will receive certifications in the following areas; Food Handlers Permit, CPR/First Aid certification, and other certifications offered through a partnership with ResCare. The 45 youth will complete a 12-week course, then will be placed into a 40-hour internship where they will apply their skills to hands on work.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2021/22
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 13
Requested Funding: CDBG

Applicant: Voices for Children
Program: Court Appointed Special Advocate (CASA) Program

Funding Type: Public Service (Services for Abused and Neglected Children)
City Objective: Public Service
Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 22/23 Recommended Funding: \$30,000

Requested Funding Amount: \$30,000
Total # Person Served: 15
MV # Person Served: 15
Funding per MV Person Served: \$2,000.00

Program Description:

Voices for Children’s Court Appointed Special Advocate (CASA) program will address the needs of abused and neglected City of Moreno Valley youth in foster care by providing them with the comprehensive, individualized advocacy of a CASA volunteer in court and throughout the community. The organizational cost of providing one year of CASA advocacy to a youth in Riverside County is \$2,000. A \$30,000 grant from the City of Moreno Valley CDBG program will enable Voices for Children (VFC) to provide CASA volunteers to fifteen (15) youth from the City of Moreno Valley during fiscal year (FY) 2022-23. On average, CASAs provide youth with 10-15 hours of direct advocacy services per month. This grant would partially fund salaries for the VFC staff Advocacy Supervisors who will manage the CASA volunteers and the cases of grant-funded City of Moreno Valley youth in foster care.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 14
Funding: CDBG

Applicant: Fair Housing Council of Riverside County, Inc
Program: Fair Housing Discrimination and Landlord-Tenant Services

Funding Type: Public Service (Fair Housing Activities)
City Objective: Public Service
Public Service Priority: (6) Fair Housing

FY 22/23 Recommended Funding: **\$68,175**

Requested Funding Amount: \$68,175
Total # Person Served: 13,100
MV # Person Served: 4,050
Funding per MV Person Served: \$16.83

Program Description:

The Fair Housing Council of Riverside County, Inc. (FHCRC) proposes to offer a full menu of fair housing services which affirmatively address and promote fair housing rights and obligations as defined and articulated under the Federal Fair Housing Act and the California State Law Enactments under the Rumford and Unruh Civil Rights Acts.

FHCRC's Mission is to provide comprehensive services which affirmatively address and promote fair housing (anti-discrimination) rights and further other housing opportunities for all persons without regard to race, color, age, national origin, religion, sex, familial status (presence of children), disability, ancestry, marital status, or other arbitrary factors.

The Mission is accomplished through three component areas under both Anti Discrimination and Landlord/Tenant services. These three components are education, training and technical assistance and enforcement.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 15
Funding: CDBG

Applicant: GRID Alternatives Inland Empire
Program: City of Moreno Valley Low-Income Solar Energy Assistance Program

Funding Type: Rehabilitation: Single Unit Residential
City Objective: Housing and Neighborhood Improvement Activities
Public Service Priority: N/A

FY 22/23 Recommended Funding: **\$100,000**

Requested Funding Amount: \$100,000
Total # Person/Unit Served: 40 Persons / 10 Units
MV # Person/Unit Served: 40 Persons / 10 Units
Funding per MV Person/Unit Served: \$2,500.00 per person / \$10,000 per Unit

Program Description:

GRID Alternatives Inland Empire will install solar electric systems in Moreno Valley for 10 low-income homeowners earning no more than 80% of AMI. Of the awarded funds, \$50,000 will provide roof repair to make homes “solar ready”. These installations will be facilitated using GRID’s job trainee and volunteer participants. Each solar installation generates “triple bottom line” results: long-term financial benefits for low-income families; hands-on experience for trainees in the rapidly expanding field of solar installation; and environmental benefits by eliminating greenhouse gas emissions.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 16
Funding: CDBG

Applicant: City of Moreno Valley - Capital Projects Division
Program: Pavement Rehab for Various Local Streets (CDBG FY 22-23)

Funding Type: Public Facilities and Improvements
City Objective: Capital Improvements
Public Service Priority: N/A

FY 22/23 Recommended Funding: **\$1,279,786**

Requested Funding Amount: \$ 1,730,000
Total # Person Served: 9,200
MV # Person Served: 9,200
Funding per MV Person Served: \$188.04

Program Description:

This project will provide pavement rehabilitation for approximately 90 local streets within the City's HUD-CDBG target areas. Pavement rehabilitation consists of the removal of 1.5-inch thick of existing asphalt concrete pavement surface and construction of new asphalt concrete pavement surface of same thickness for streets that are severely distressed. Rehabilitation also includes localized pavement repairs, crack sealing, and application of slurry seal for streets that are less distressed. The project is to improve roadway infrastructure and extend the service life of street pavement while enhancing safety and aesthetic appearance of various communities within HUD CDBG target areas.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 17
Funding: CDBG

Applicant: Mary Erickson Community Housing
Program: Victory Home Sober Live-In Housing

Funding Type: Health, Safety, and Public Welfare
City Objective: Health, Safety, and Public Welfare
Public Service Priority: N/A

FY 22/23 Recommended Funding: **\$0**

Requested Funding Amount: **\$726,500**
Total # Person Served: 26
MV # Person Served: 19
Funding per MV Person Served: \$38,236.84

Program Description:

Mary Erickson Community Housing (MECH) a non-profit affordable housing developer active in Moreno Valley, seeks to address the City's the urgent need for substance abuse recovery housing to help reduce homelessness. Victory Outreach Moreno Valley (VOMV), a faith-based organization, successfully operates an innovative housing and recovery model called Sober Live-In Housing in a more home-like single family residence with 24-hour supervision (no clinical services) for men. MECH proposes to acquire a 5–6-bedroom single family home, rehabilitate with energy efficiency and disaster resiliency, and add in as many extra bedrooms and Accessory Dwelling Units (ADU) as allowable. The Victory Home would be turn-keyed over to VOMV for ownership and operations consistent with the City's CDBG program. A six-bedroom home with one ADU could house 26 residents including two program directors in the ADU. In 12 months, the program could reintroduce 24 men ready to be productive members of society.

Attachment: Moreno Valley Grant Funding Recommendation Booklet 2022-23-DRAFT [Revision 1] (5756 : PUBLIC HEARING TO REVIEW CDBG,

City of Moreno Valley
Fiscal Year 2022/23
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 18
Requested Funding: CDBG

Applicant: Kingdom Way Center, Inc.
Program: Community Assistance Programs with Mental Health

Funding Type: Health, Safety, and Public Welfare
City Objective: Health, Safety, and Public Welfare
Public Service Priority: N/A

FY 22/23 Recommended Funding: \$0

Requested Funding Amount: \$29,491
Total # Person Served: 32
MV # Person Served: 32
Funding per MV Person Served: \$ 921.59

Program Description:

Kingdom Way Center, Inc. (KWCI) partners with National Core Hope through housing program in the Moreno Valley community. KWCI works with management to supply 8 families with surprise birthday parties for children ages 6-12 years old, along with their families and friends to celebrate the coming of age of the children that would otherwise not be able to celebrate because of the other major priorities and responsibilities of the parent(s).

