



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**

July 5, 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

Edward A. Delgado, Mayor Pro Tem

David Marquez, Council Member

Ulises Cabrera, Council Member

Elena Baca-Santa Cruz, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
July 5, 2022

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Proclamation Recognizing July 2022 as Parks and Recreation Month

2. Proclamation Recognizing June 2022 as LGBTQ+ Pride Month

**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
JULY 5, 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 - MAY 3, 2022 6:00 PM

Recommendation: Approve as submitted.

A.3. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 17, 2022 3:00 PM

Recommendation: Approve as submitted.

A.4. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 17, 2022 6:00 PM

Recommendation: Approve as submitted.

A.5. APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES (LOCC) 2022 ANNUAL CONFERENCE - Annual Business Meeting (Report of: City Clerk)

Recommendations:

1. ADOPT RESOLUTION NO. 2022-XX– A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOINTING DELEGATES AND AN ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES AS OFFICIAL REPRESENTATIVES OF THE CITY OF MORENO VALLEY; and

2. DIRECT STAFF TO SUBMIT TO THE LEAGUE A CERTIFIED COPY OF THE RESOLUTION APPOINTING MAYOR PRO TEM EDWARD A. DELGADO AS THE DELEGATE AND MAYOR DR. YXSTIAN A. GUTIERREZ AS THE ALTERNATE BY AUGUST 31, 2022.

A.6. GENERAL MUNICIPAL ELECTION – NOVEMBER 8, 2022 RESOLUTIONS CALLING AND GIVING NOTICE AND REQUESTING CONSOLIDATION WITH STATEWIDE GENERAL ELECTION (Report of: City Clerk)

Recommendations: That the City Council:

1. Adopt Resolution No. 2022-XX - A Resolution calling an election titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, FOR CERTAIN OFFICERS, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

2. Adopt Resolution No. 2022-XX - A Resolution requesting election consolidation titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD

ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE, PURSUANT TO §10403 OF THE CALIFORNIA ELECTIONS CODE”.

3. Adopt Resolution No. 2022-XX - A Resolution establishing regulations and cost for Candidate Statements titled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, PROVIDING FOR REGULATIONS PERTAINING TO MATERIALS FOR CANDIDATES AND COSTS PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022.”

- A.7. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2021/2022 FROM JULY 1, 2021 THROUGH MAY 31, 2022 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2021/2022 Council Discretionary Expenditure Report for July 1, 2021 through May 31, 2022.

- A.8. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.9. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2023 THROUGH JUNE 30, 2023 (ROPS 22-23B) (Report of: Financial & Management Services)

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Amended Recognized Obligation Payment Schedule for the Period of January 1, 2023 through June 30, 2023 (ROPS 22-23B), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications Thereto.
2. Authorize the transmittal of the ROPS 22-23B, for the period of January 1, 2023 through June 30, 2023, (“Exhibit A”) to the Countywide Oversight Board for County of Riverside for review and

approval.

- A.10. SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE 988, AMENDING CHAPTER 2.04 COUNCIL OF THE MORENO VALLEY MUNICIPAL CODE TO ADD SECTION 2.04.007 MAYOR'S ROLE, DUTIES AND RESPONSIBILITIES AND SECTION 2.04.009 PUBLIC INQUIRIES (ORD. NO. 988) (Report of: City Attorney)

Recommendations: That the City Council:

1. Adopt Ordinance 988, establishing the Mayor's role, duties and responsibilities.

- A.11. AGREEMENT FOR RENTAL OF DECORATED HOLIDAY TREE AND LIGHTING AT CITY HALL (Report of: Parks & Community Services)

Recommendation:

1. Award a professional services agreement to Brightlife Designs, LLC, and authorize the City Manager to execute a contract with Brightlife Designs, LLC, in the amount of \$29,897 per year;
2. Authorize the City Manager, or designee, to execute all necessary documents to implement the Agreement and related subsequent amendments, provided the costs of any such amendments are within the Council approved budget and approved as to form by the City Attorney;
3. Authorize the Parks & Community Services Director to execute any subsequent change orders to Brightlife Design, LLC, agreement, but not exceeding the total contingency, subject to the approval of the City Attorney.

- A.12. SECOND READING AND ADOPTION OF ORDINANCE NO. 989, AMENDING VARIOUS SECTIONS OF TITLE 1 GENERAL PROVISIONS, INCLUDING CHAPTER 1.10 CIVIL CITATIONS AND ORDINANCE NO. 990 TITLE 9 PLANNING AND ZONING, INCLUDING CHAPTER 9.02 PERMITS AND APPROVALS, CHAPTER 9.09 SPECIFIC USE DEVELOPMENT STANDARDS, CHAPTER 9.13 SPECIFIC PLANS, CHAPTER 9.14 LAND DIVISIONS, AND CHAPTER 9.16 DESIGN GUIDELINES (Report of: Community Development)

Recommendation:

Staff recommends that the City Council conduct the second reading by title only and adopt Ordinance Nos. 989 and 990.

A.13. AUTHORIZATION TO AWARD CONTRACT FOR BIOHAZARD CONTAMINATE CLEANUP, DECONTAMINATION AND REMOVAL SERVICES (Report of: Police Department)

Recommendations:

That the City Council:

1. Authorize the award of a professional services agreement to Crime Scene Steri Clean, LLC to provide biohazard contaminate cleanup, decontamination, and removal services for a not to exceed amount of \$125,000 from July 1, 2022 through June 30, 2027.
2. Authorize the City Manager to execute the Agreement, subject to approval as to form by the City Attorney.

A.14. APPROVAL OF FIRST AMENDMENTS TO INTERCONNECTION FACILITIES AGREEMENTS AND DISTRIBUTION SERVICE AGREEMENTS BETWEEN THE CITY OF MORENO VALLEY AND SOUTHERN CALIFORNIA EDISON (Report of: Public Works)

Recommendations:

1. Approve the First Amendment to the Wholesale Distribution Load Interconnection Facilities Agreement and the Service Agreement for Wholesale Distribution Service between the City of Moreno Valley and Southern California Edison for the Kitching 115kV interconnect, and the San Michele interconnect; and
2. Authorize the City Manager to execute the First Amendment, and all related subsequent amendments, provided the costs of any such amendments are within the Council approved budget and approved as to form by the City Attorney.

A.15. RESOLUTION DECLARING PURSUANT TO GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY IDENTIFIED AS ASSESSOR PARCEL NUMBERS 308-030-018 AND 308-030-019 ARE DESIGNATED AS EXEMPT SURPLUS LAND AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (Report of: City Manager)

Recommendation:

1. Approve a Resolution declaring pursuant to California Government Code Section 54221 that the Subject Property identified as APNs 308-030-018 and 308-030-019 are designated as “exempt surplus land” and finding that such declaration is exempt from environmental review under the California Environmental Quality Act.

- A.16. PEN19-0168 (TR 32408) - APPROVE TRACT MAP 32408 LOCATED AT THE NORTHWEST CORNER OF BAY AVENUE AND MORENO BEACH DRIVE. DEVELOPER: KB HOME COASTAL INC., A CALIFORNIA CORPORATION (Report of: Public Works)

Recommendations:

1. Approve Tract Map 32408.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

- A.17. PEN19-0244 (TR 33436) - APPROVE TRACT MAP 33436 LOCATED AT THE NORTHWEST CORNER OF IRONWOOD AVENUE AND LASSELLE STREET. DEVELOPER: KB HOME COASTAL INC., A CALIFORNIA CORPORATION (Report of: Public Works)

Recommendations:

1. Approve Tract Map 33436.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF MAY 3, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - REGULAR MEETING OF MAY 17, 2022 3:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - REGULAR MEETING OF MAY 17, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

- B.5. APPROVE A FIVE (5) YEAR AGREEMENT WITH THINK TOGETHER INC., TO OPERATE 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT SUMMER PROGRAM FY 22/23 THRU FY 26/27 (Report of: Parks & Community Services)

Recommendations: That the CSD:

1. Approve a five (5) year agreement with Think Together, Inc., for the operation of the 21st Century Community Learning Centers (21st CCLC) Supplemental Grant Summer Program at Edgemont Elementary School beginning with July 1, 2022, through June 30, 2027.
2. Authorize the Executive Director to execute the five (5) year Agreement with Think Together, Inc., for the operation of 21st CCLC Supplemental Grant Summer Program at Edgemont Elementary School, and issue required Purchase Order(s), Change Purchase Order(s) once the Agreement has been fully executed.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF MAY 3, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - REGULAR MEETING OF MAY 17, 2022 3:00 PM (See A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - REGULAR MEETING OF MAY 17, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF MAY 3, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - REGULAR MEETING OF MAY 17, 2022 3:00 PM (See A.3)

Recommendation: Approve as submitted.

D.4. MINUTES - REGULAR MEETING OF MAY 17, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - REGULAR MEETING OF MAY 3, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E.3. MINUTES - REGULAR MEETING OF MAY 17, 2022 3:00 PM (See A.3)

Recommendation: Approve as submitted.

E.4. MINUTES - REGULAR MEETING OF MAY 17, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

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

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

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. EMPLOYEE ASSOCIATION REPORTS

I.3. 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: June 30, 2022

TO:

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: July 5, 2022

TITLE: PROCLAMATION RECOGNIZING JULY 2022 AS PARKS AND RECREATION MONTH

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: July 5, 2022

TITLE: PROCLAMATION RECOGNIZING JUNE 2022 AS LGBTQ+ PRIDE MONTH

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

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 3, 2022**

Minutes Acceptance: Minutes of May 3, 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
May 3, 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 6:05 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 Council Member Delgado.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Elena Baca-Santa Cruz	Council Member
	Ulises Cabrera	Council Member
	Edward A. Delgado	Council Member

Absent:	David Marquez	Council Member
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Roll Call

INTRODUCTIONS

Staff:	Paul Bradvica	Deputy City Clerk
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Minutes Acceptance: Minutes of May 3, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Steven Quintanilla
Mike Lee
Brian Mohan

Aldo Schindler
Manuel Mancha
Michael Lloyd
Jeremy Bubnick
John Salisbury
Jesse Park

Interim City Attorney
City Manager
Acting City Clerk, Assistant City Manager,
Chief Financial Officer, City Treasurer
Assistant City Manager
Community Development Director
Public Works Director/City Engineer
Parks & Community Services Director
Chief of Police
Fire Chief

SPECIAL ORDER OF BUSINESS

Acting City Clerk, Assistant City Manager, Chief Financial Officer, City Treasurer, Brian Mohan provided the report.

1. RESOLUTION RECITING THE FACT OF THE CITY OF MORENO VALLEY SPECIAL VACANCY ELECTION HELD ON APRIL 12, 2022, DECLARING THE OFFICIAL RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW (Report of: City Clerk)

Recommendation: That the City Council:

1. Adopt a Resolution of the City Council of the City of Moreno Valley, California, reciting the fact of the City of Moreno Valley Special Vacancy Election held on April 12, 2022, declaring the results and such other matters as provided by law.

RESULT:	APPROVED [3 TO 0]
MOVER:	Ulises Cabrera, Council Member
SECONDER:	Ed Delgado, Council Member
AYES:	Ed Delgado, Dr. Yxstian A. Gutierrez, Ulises Cabrera
ABSENT:	David Marquez
AWAY:	Elena Baca-Santa Cruz

Mayor Gutierrez welcomed Council Woman Elena Baca-Santa Cruz to the dais.

Council Member Baca-Santa Cruz took hes seat on the dais.

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

Mr. Resident

Minutes Acceptance: Minutes of May 3, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

1. Critical of Code Enforcement in the City.
2. Brought attention to fire issues in the City.
3. Informed Council of reporting various issues to Code, some of which included faulty wiring in rental home and poor grass maintenance.
4. Expressed disapproval of loud house parties throughout the City.

Don Martin

1. Congratulated Council Member Baca-Santa Cruz for her successful campaign as District 1 Council Member.
2. Expressed disappointment of Council Member Marquez for the comments made at the April 19 Council meeting, stating that his “hands are tied” when it comes to homeless encampments by the freeways. Cited the California Legislation, stating that local authorities indeed can do something about the issue.
3. Mentioned Council Member Cabrera’s suggestion of creating mini homes for the homeless does not address the encampments issues.
4. Suggested approaching the issue in a different way, for example, working with rehabilitation centers and mental health facilities.
5. Encouraged the creation of resources to help people experiencing homelessness to get back into the work force.

Bob Palomarez

1. Congratulated Council Member Baca-Santa Cruz.
2. Thanked our Police and Fire Department.
3. Praised Council Member Delgado and his focus on the business of the City.
4. Recommended placing a new senior center in the Moreno Valley Mall Revitalization, similar to the one in Fontana.

Tom Jerele

1. Praised the reception for Council Member Elena Baca-Santa Cruz.
2. Congratulated Council Member Elena Baca-Santa Cruz.
3. Thanked our Police and Fire Department, as well as the Public Works staff who take care of graffiti.
4. Recommended filling the Planning Commission Seats.

Linda Thomas

1. Congratulated Council Member Elena Baca-Santa Cruz.
2. Celebrated this historical moment for women in our City, our young girls and community.
3. Encouraged Mayor Gutierrez, Council Member Cabrera, Council Member Delgado, and Council Member Marquez to listen to Council Member Elena Baca-Santa Cruz and honor her values and ideas, and always treat her with respect.
4. Hopes that the Council can work together in unity for the betterment of our

community.

Roy Bleckert

- 1. Congratulated Council Member Elena Baca-Santa Cruz.
- 2. Expressed disappointment of the division of the community.
- 3. Referenced a flyer created for Mayor Gutierrez’s County Supervisor campaign.
- 4. Encouraged the Council to be respectful of the opinions of others and urged Council continue to move the community forward.

Louise Palomarez

- 1. Congratulated Council Member Elena Baca-Santa Cruz.
- 2. Expressed disagreement with Roy Blekert’s opinion of Mayor Gutierrez’s Board of Supervisors campaign flyer.
- 3. Praised Council Member Baca-Santa Cruz, Council Member Delgado, and Mayor Gutierrez.
- 4. Reaffirmed that we do not have to agree 100% to find common ground and move the City forward.

Mayor Gutierrez asked Mike to introduce the new Assistant City Manager Aldo Schindler.

City Manager Mike Lee introduced Aldo Schindler.

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:	Elena Baca-Santa Cruz, Council Member
SECONDER:	Ed Delgado, Council Member
AYES:	Ed Delgado, Elena Baca-Santa Cruz, Dr. Yxstian A. Gutierrez, Ulises Cabrera
ABSENT:	David Marquez

A. CONSENT CALENDAR-CITY COUNCIL

Minutes Acceptance: Minutes of May 3, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

Recommendation: Waive reading of all Ordinances.

- A.2. City Council - Regular Meeting - Apr 5, 2022 6:00 PM

Recommendation: Approve as submitted.

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

Recommendation: Approve as submitted.

- A.4. City Council - Regular Meeting - Apr 19, 2022 6:00 PM

Recommendation: Approve as submitted.

- A.5. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - (RESO. NOS. CSD 2022-22 and CSD 2022-23) (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2022-22, 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 City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No.12) (Daniel Tellez Delucio, located at 27861 Spring Grove St.).
2. Adopt Resolution No. 2022-23, 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 City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 14) (HF Logistics-SKX T2, LLC, located at the northeast corner of Redlands Blvd. and Eucalyptus Ave.).

- A.6. ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2022/23 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (RESO. NO. 2022-33) (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2022-33 – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2022/23 Senate Bill (SB) 1 funding; and
2. Authorize the Public Works Director/City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

Council Member Cabrera requested a timeline for item A.6.

Public Works Director/City Engineer, Michael Lloyd responded that the SB1 funded projects are currently out to bid, and construction is expected to begin later this calendar year.

- A.7. AUTHORIZE THE PIGGYBACK USE OF THE COUNTY OF RIVERSIDE'S CONTRACT #PSA-0004078 WITH SC COMMERCIAL, LLC DBA SC FUELS FOR GASOLINE AND DIESEL FUEL DELIVERY FOR CITY VEHICLES & EQUIPMENT (Report of: Public Works)

Recommendations:

1. Approve the use (piggyback) of the County of Riverside's Agreement with SC Commercial, LLC dba SC Fuels through June 30, 2027, for purposes of the negotiated fuel price only; all other terms remain per the City's agreement with the company.
2. Approve a five-year fuel agreement with SC Commercial, LLC, dba SC Fuels for a total not-to-exceed amount of \$2,500,000.
3. Authorize the issuance of annual purchase orders for SC Commercial, LLC dba SC Fuels each fiscal year of the Agreement term subject to funds available in the City Council approved Operating Budget; and
4. Authorize the Director of Public Works/City Engineer to execute any amendments, purchase orders and/ or change orders, contingent upon approved budget and approval of the City Attorney.

- A.8. AUTHORIZATION TO AWARD AGREEMENTS TO CASC ENGINEERING AND CONSULTING, INC. AND CWE FOR CONSULTANT PLAN CHECK SERVICES OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS FUNDED BY DEVELOPMENT FEES (Report of: Public Works)

Recommendations:

1. Approve each Agreement for Project Related Services with CASC Engineering and Consulting, Inc. (CASC), and CWE, to provide on-call engineering plan check consultant services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) for the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Project Related Services with CASC and CWE, subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order to CASC and CWE in the amount of \$50,000 each, and authorize the Chief Financial Officer to approve subsequent related purchase orders for annual extensions up to a maximum of four annual extensions with CASC and CWE not to exceed \$50,000 annually, in accordance with the approved terms of the Agreement.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.
5. Authorize the Public Works Director/City Engineer to execute any subsequent extensions and/or amendments to the Agreement, subject to the approval of the City Attorney.

A.9. APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR ADMINISTRATIVE AND PARKING CITATION PROCESSING SERVICES WHICH ARE FUNDED THROUGH COST RECOVERY FROM CITATION REVENUES (Report of: Community Development)

Recommendations:

1. Approve the five-year agreements with Data Ticket, Inc., for administrative and parking citation processing services in amounts not-to-exceed \$565,000 and \$675,000, respectively, and authorize the City Manager, or his designee, to execute the agreements and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreements.
2. Authorize the Purchasing Division Manager, or her designee, to approve Purchase Orders to Data Ticket, Inc., in accordance with the approved terms of the Agreement. Contract costs are offset through cost recovery from administrative citations and parking citations.
3. Authorize the Chief Financial Officer, or his designee, to make any

necessary budget adjustments as set forth in the Fiscal Impact section of this report.

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 APRIL 5, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CLOSED MEETING OF APRIL 5, 2022 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - REGULAR MEETING OF APRIL 19, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

- B.5. APPROVE AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT AWARD INCREASE FOR GRANT YEAR 2021/22 AND EXECUTE SECOND AMENDMENT TO THE AGREEMENT WITH THINK TOGETHER, INC. FOR OPERATION OF THE CITY'S FY 21/22 ASES PROGRAM (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Authorize the Executive Director to execute the Second Amendment to the Agreement with Think Together, Inc. to utilize additional per-student funding authorized in the California State Budget for Grant Year 2021/22 for the After School Education and Safety (ASES) program.
2. Authorize budget adjustments as set forth in the Fiscal Impact section of this report.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement, subject to the approval of the City Attorney.

Council Member Cabrera highlighted the THINK Together After-School program ASES grant.

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 APRIL 5, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CLOSED MEETING OF APRIL 5, 2022 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - REGULAR MEETING OF APRIL 19, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF APRIL 5, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CLOSED MEETING OF APRIL 5, 2022 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- D.4. MINUTES - REGULAR MEETING OF APRIL 19, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - REGULAR MEETING OF APRIL 5, 2022 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - CLOSED MEETING OF APRIL 5, 2022 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- E.4. MINUTES - REGULAR MEETING OF APRIL 19, 2022 6:00 PM (See A.4)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

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

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

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

Recommendations: That the City Council:

1. Conclude the Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs included in the Fiscal Year (FY) 2022/23 Annual Action Plan.
2. Authorize the City Manager to make minor modifications to the attached draft FY 2022/23 Annual Action Plan based on public comment or Council amendments, if any.
3. Approve the FY 2022/23 Annual Action Plan as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME, and ESG programs.
4. Adopt the FY 2022/23 Annual Action Plan.
5. Authorize the City Manager to approve any reprogramming of allocations between funded programs within the Adopted FY 2022/23 Annual

Action Plan in compliance with our Citizen Participation Plan, if necessary.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ed Delgado, Council Member
SECONDER:	Elena Baca-Santa Cruz, Council Member
AYES:	Ed Delgado, Elena Baca-Santa Cruz, Dr. Yxstian A. Gutierrez, Ulises Cabrera
ABSENT:	David Marquez

Mayor Gutierrez asked for a report on item F.1 from the Financial and Management Services Division.

Acting City Clerk, Assistant City Manager, Chief Financial Officer, City Treasurer, Brian Mohan provided the report.

Mayor Gutierrez opened the floor for Council questions for staff.

Mayor Gutierrez opened the hearing for public comments.

Mayor Gutierrez closed the hearing for public comments.

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)

Council Member Delgado reported the following:
Provided an update from the March Joint Powers Commission meeting held on April 27th. The Commission heard an update about March Air Reserve Base's 912th Air Refueling Squadron. They also heard a presentation by March JPA's falconer regarding waterfowl control activities.

Riverside County Habitat Conservation Agency (RCHCA)

None.

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez reported the following:

At the April 25th RCTC Western Riverside County Programs and Projects Committee meeting, the Committee took action on three items. First, the 91 Eastbound Corridor Operations Project will improve operations on eastbound SR-91 between SR-241 and SR-71 and was recommended to move forward with the Project Approval and Environmental Document phase. An Agreement with the San Bernardino County Transportation Authority to support the Commuter Assistance Program was recommended for approval. Finally, the Commission heard an update on alternatives available to advance the Mid-County Parkway Project to address safety issues along the Ramona Expressway within Riverside County jurisdiction.

Riverside Transit Agency (RTA)

None.

Western Riverside Council of Governments (WRCOG)

Council Member Delgado reported the following:

Provided an update from the WRCOG Executive Committee meeting held on May 2, 2022. Updates were provided on a number of continuing business items of the WRCOG Executive Committee, but there are no major items to report on.

Western Riverside County Regional Conservation Authority (RCA)

None.

School District/City Joint Task Force

None.

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Mike Lee Reports:

Congratulated Council Member Elena Baca-Santa Cruz for her District 1 victory. Announced the upcoming Beautify MoVal event occurring Saturday, May 14, 2022.

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 Cabrera

1. Congratulated Council Member Elena Baca-Santa Cruz.
2. Thanked Fire Department for allowing Council Member Cabrera to join them in a ride along from the JFK Station in District 4.
3. Celebrated the Moreno Valley Unified School District ribbon cutting ceremony for the new Performing Center at Moreno Valley High School, which is also open to outside organizations to reserve and utilize; also the new Culinary Arts Center at which students may participate in new programs.
4. Celebrated the THINK Together event held last week at which the City of Moreno Valley and Moreno Valley Unified School District were selected as "Champions of Change."
5. Thanked the staff who produced the Earth Day Tree Giveaway, as well as the Open House for the demonstration garden.
6. Thanked the social work students from California State University, San Bernardino for holding an event on Saturday at which they handed out resources to the people experiencing homelessness on Heacock Street and Sunnymead Blvd.
7. Wished everyone a happy and safe Cinco de Mayo, as well as a Happy Mother's Day to all of the mothers and grandmothers.

Council Member Delgado

1. Congratulated Council Member Elena Baca-Santa Cruz on her victory as District 1 Council Member.
2. Reported that the last 2 weeks have been quiet in District 2, and will put an article in the Sunnymead Ranch roundup.
3. Acknowledged Teacher Appreciation Day, and shared a personal anecdote.
4. Attended the California Peace Officer's Memorial in Sacramento to dedicate and enshrine 28 officers who were killed in the line of duty from 2018-2021.
5. Expressed pride to all law enforcement and thanked them for their work.
6. Addressed the homelessness issue on the freeways and shared that there is a plan to the works with the Executive Team.
7. Encouraged the community to continue to support our crossing guards who are protecting our children.
8. Wished everyone a Happy Mother's Day.
9. Encouraged everyone to be kind to one another.

Council Member Baca-Santa Cruz

1. Promoted the upcoming opening of La Surtidora grocery store on Day Street on Thursday May 5th, as well as Beautify MoVal on Saturday May 14th.
2. Promoted the trail dedication on May 18th and the Public Safety Expo on the 21st.
3. Shared her experience speaking with residents of Hemet who were complaining about their mailboxes being broken into, and shared how the City of Moreno Valley addressed this issue quickly when it happened to our residents.
4. Expressed pride in the City for getting things done.
5. Thanked the Police and Fire Department, as well as the Administrative Professionals and Teachers.
6. Wishes everyone a Happy Mother's Day.

Mayor Gutierrez

1. Congratulated Council Member Elena Baca-Santa Cruz on her victory as District 1 Council Member.
2. Shared that Think Together is the after school provider, the largest in the State, that provides afterschool programs for various children in different cities. They only presented two awards, which were awarded to the City of Moreno Valley and Moreno Valley Unified School District.
3. Reaffirmed that the City should continue to tackle the homelessness issue with a sense of urgency.
4. Supported the idea of partnering with rehabilitation centers previously mentioned.
5. Reported the improvement of the Community Behavioral Assessment Team (CBAT) and continued effort to work with California Highway Patrol to address the homelessness on the freeways.
6. Celebrated Correctional Officers Week and Teacher's Appreciation Week.
7. Promoted the Public Safety Expo on May 21st.
8. Encouraged people to celebrate their mothers and mother figures in their lives.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:55 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 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 6:55 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 OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
MORENO VALLEY HOUSING AUTHORITY**

**CLOSED SESSION – 3:00 PM
May 17, 2022**

CALL TO ORDER

ROLL CALL

Council:	Ed Delgado	Council Member
	Elena Baca-Santa Cruz	Council Member
	Dr. Yxstian A. Gutierrez	Mayor
	David Marquez	Council Member
	Ulises Cabrera	Council Member

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council.

Minutes Acceptance: Minutes of May 17, 2022 3:00 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 will be convened in the Council Chamber for purposes of hearing public comment and then held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter:

The Closed Session will be held pursuant to Government Code:

1 SECTION 54957 - PUBLIC EMPLOYMENT

Title: City Clerk Appointment

2 SECTION 54956.8 - REAL PROPERTY NEGOTIATIONS

Property APN's: 486-084-006, 486-084-011, 481-130-022,
481-130-023, 485-032-013

Agency Negotiators: Mike Lee & Brian Mohan

Negotiating Parties: Moreno Valley Housing Authority

Under Negotiation: Price and Terms of Payment

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

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:00 PM.

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:00 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 REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 17, 2022**

Minutes Acceptance: Minutes of May 17, 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
May 17, 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 6:02 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
	Elena Baca-Santa Cruz	Council Member
	Edward A. Delgado	Council Member
	David Marquez	Council Member
	Ulises Cabrera	Council Member

Roll Call

INTRODUCTIONS

Staff:	Jasmin Rivera	Management Assistant
	Steven Quintanilla	Interim City Attorney

Minutes Acceptance: Minutes of May 17, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mike Lee	City Manager
Brian Mohan	Acting City Clerk, Assistant City Manager, Chief Financial Officer, City Treasurer
Aldo Schindler	Assistant City Manager
Manuel Mancha	Community Development Director
Michael Lloyd	Public Works Director/City Engineer
Donna Meester	Parks & Community Services Deputy Director
John Salisbury	Chief of Police
Dave Rodriguez	Fire Battalion Chief

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

Russ Shaffer

1. Thanked Council for the Riverside Convention Center Lombardy Trophy.
2. Denounced the gossip being spread about Mayor Gutierrez.
3. Critical of Council Member Cabrera and Council Member Marquez.
4. Thanked Council Member Delgado, Council Member Baca-Santa Cruz and Mayor Gutierrez for their leadership.

Matt Chen

1. Welcomed Boy Scouts of America and Southwest Carpenters Local 951 to the May 17, 2022 Regular Council meeting.
2. Celebrated Moreno Valley High School Baseball Team's victory against Buena High School's Team, leading them to proceed to the championship game scheduled for Friday, May 20th against John Burroughs High School. Encouraged the community to attend and support.

Johnny Dunn

1. Introduced himself as President of Moreno Valley City Employees Association (MVCEA) and proceeded to introduce his colleagues, Ashley Aparicio, Raquel Ortega, and Daniela Sanchez.
2. Announced goal of MVCEA to work with the City collaboratively to provide a proactive work environment that supports employees' health and well being by treating them with respect, fairness and integrity.
3. MVCEA members underwent a 15% furlough to help sustain City projects worth over \$4 Million.
4. Awaits scheduled meeting date to discuss further action.
5. Thanked City Council for their support.

Daryl Terell

1. Proposed Ordinance prohibiting the selling of stolen catalytic converters.

Elmer Thomas

1. Congratulated Council Member Elena Baca-Santa Cruz on her victory as District 1 Council Member.
2. Supported Mayor Gutierrez's Riverside County Supervisor campaign.
3. Proposed giving residents an option to participate at Council Meeting over Zoom or call-in speakers.
4. Critical of and called for the resignation of Council Member Marquez.
5. Critical of and called for the resignation of Council Member Cabrera.
6. Critical of Council Member Cabrera's previous nomination of Council Member Marquez for Mayor Pro Tem.
7. Praised Council Member Delgado and his contributions to the community.

Linda Thomas

1. Critical of and called for the resignation of Council Member Marquez.

Mr. Resident

1. Called awareness to non-profit organizations that may be utilizing their funds to pay their staff and not actually make any change.
2. Mentioned an organization that claims to help the homeless, however they do not hold meetings and have no board of executives. Organization name was undisclosed.
3. Shared information about an organization that takes animals that do not belong to them, claims said organization plans to build a mansion on land they acquired. Organization name was undisclosed.
4. Critical of political candidates that place their campaign signs purposely in front of other candidates' signs.
5. Supported Council Member Elena Baca-Santa Cruz as a candidate for Mayor Pro Tem.
6. Praised Council Member Delgado, by stating he is a pillar of our community.

Tom Jerele

1. Critical of political candidates that place their campaign signs purposely in front of other candidates' signs.
2. Thanked first responders for their continued work, especially Public Works Staff.
3. Advised Council to fill the empty seats of the Planning Commission.
4. Supported Mayor Gutierrez's campaign for Riverside County Supervisor.

Bob Palomarez

1. Critical of Council Member Marquez.

- 2. Acknowledged that the City of Hemet has a good program to support the homeless.
- 3. Suggested investing money in fixing and promoting Sunnymead Blvd.
- 4. Praised and thanked Council Member Delgado.

Louise Palomarez

- 1. Suggested revamping the area to the east of Heacock St.
- 2. Critical of Council Cabrera’s absence at the El Potrero Park event.
- 3. Critical of Council Member Marquez.
- 4. Praised Council Member Delgado.

Lianna Guzman

- 1. Shared a personal story, the resident was injured at work, their home is operating with only one source of income and is facing a 60 day notice of eviction.
- 2. Suggested the City create programs to support families before they face homelessness.

Roy Bleckert

- 1. Called for an explanation or a resolution of the events that occurred approximately more than 6 months ago, the appointment of LaDonna Jempson.
- 2. Supported Council Member Delgado as a candidate for Mayor Pro Tem.

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: Elena Baca-Santa Cruz, Council Member
SECONDER: David Marquez, Council Member
AYES: Delgado, Baca-Santa Cruz, Gutierrez, Marquez, Cabrera

Council Member Delgado recused himself from voting on Item A.4 as it pertains to his employer, the Riverside County Sheriff’s Department.

Council Member Cabrera asked if the Council needed to pull Item A.4 for a separate vote.

Minutes Acceptance: Minutes of May 17, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mayor Gutierrez responded in the negative.

Council Member Cabrera shared a comment on Item A..4. Stating that the City needs more public safety to address citywide issues.

Mayor Gutierrez clarified that the present time was reserved for Council to ask specific questions to staff regarding the items on the Consent Calendar.

Mayor Gutierrez asked if Council Member Cabrera had any specific questions for staff, to which Council Member Cabrera responded no, that he only had comments on Items A.4, A.6 and A.7.

Mayor Gutierrez clarified that general comments on the items can be made at Closing Comments or during deliberations.

Council Member Cabrera agreed to wait for the appropriate time to share his comments.

A. CONSENT CALENDAR-CITY COUNCIL

A.1. PAYMENT REGISTER- MARCH 2022 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.2. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.3. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2022 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended March 31, 2022, in compliance with the City's Investment Policy.

A.4. AUTHORIZATION OF CITY MANAGER TO EXECUTE AGREEMENTS FOR PUBLIC SAFETY SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE (Report of: Financial & Management Services)

Recommendation:

1. Authorize the City Manager or designee to execute Cooperative Public Safety Agreements and Agreement Amendments with the County of Riverside.
2. Authorize a budget adjustment as set forth in the Fiscal Impact Section.

A.5. **AUTHORIZE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH CINTAS CORPORATION NO. 2 (Report of: Financial & Management Services)**

Recommendations:

1. Approve the First Amendment to the Agreement for professional services with Cintas Corporation No. 2 (Cintas) in order to continue to provide professional services and products for uniform purchase, rentals, and replenishment of the First Aid Kit supplies to City facilities;
2. Authorize the City Manager to execute the First Amendment to the Agreement for professional services with Cintas and authorize the issuance of an annual Purchase Order for Cintas Corporation for a not-to-exceed amount of \$75,000 annually for the five-year term of the Agreement, subject to the approval of the City Attorney; and
3. Authorize the City Manager to execute subsequent amendments to the Agreement for professional services with Cintas, not-to-exceed the Agreement amount, subject to the approval by the City Attorney.

A.6. **RESOLUTIONS ESTABLISHING LOCAL HIRING GOALS AND SKILLED WORKFORCE REQUIREMENTS FOR THE SALE AND DEVELOPMENT OF CITY, SUCCESSOR AGENCY AND HOUSING AUTHORITY OWNED SURPLUS OR EXEMPT SURPLUS REAL PROPERTY (Report of: Financial & Management Services)**

Recommendations: That the City Council:

1. Adopt a Resolution No. 2022-34 (Attachment 1) establishing local hiring goals and skilled workforce requirements for the sale and development of City-owned surplus or exempt surplus real property.

Recommendations: That the SA:

1. Adopt a Resolution No. SA 2022-02 (Attachment 2) establishing local hiring goals and skilled workforce requirements for the sale and

development of Successor Agency-owned surplus or exempt surplus real property.

Recommendation: That the HA:

1. Adopt a Resolution No. HA 2022-04 (Attachment 3) establishing local hiring goals and skilled workforce requirements for the sale and development of Housing Authority-owned surplus or exempt surplus real property.

- A.7. 2022 CDFA Spay-Neuter Grant Awards (Report of: Community Development)

Recommendations:

1. Receive and accept two grant awards totaling \$42,500 from the California Department of Food and Agriculture: the first award in the amount of \$35,000 from the 2022 Pet Lover's License Plate Program, and the second award in the amount of \$7,500 from the 2022 Prevention of Animal Homelessness & Cruelty Tax Contribution Fund. Both awards are focused on providing low to no-cost spaying and neutering of dogs and cats.
2. Approve the revenue and expense budget adjustments in the amount of \$42,500 as set forth in the Fiscal Impact section of this report.

- A.8. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE MORENO VALLEY ELECTRIC VEHICLE CHARGING INFRASTRUCTURE MASTER PLAN (Report of: Public Works)

Recommendation:

1. Adopt a Resolution of the City Council of the City of Moreno Valley, California, authorizing the City Manager to execute an agreement with the California Department of Transportation for the Moreno Valley Electric Vehicle Charging Infrastructure Master Plan.
2. Authorize a budget adjustment as set forth in the Fiscal Impact Section.

- A.9. ADOPT RESOLUTION 2022-35, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING UPDATES TO 2022 WILDFIRE MITIGATION PLAN FOR MORENO VALLEY UTILITY (Report of: Public Works)

Recommendation:

1. Adopt Resolution No. 2022-35, a Resolution of the City Council of the City of Moreno Valley, California, approving updates to the 2022 Wildfire Mitigation Plan for Moreno Valley Utility.
 2. Authorize City Manager to make minor plan modifications and submit to the State to ensure compliance with State legislation.
- A.10. APPROVE THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SYNERGY COMPANIES FOR ENERGY AUDIT AND DIRECT INSTALLATION OF ENERGY EFFICIENCY MEASURES FUNDED BY PUBLIC PURPOSE FUNDS (Report of: Public Works)

Recommendation:

1. Approve the Second Amendment to the Professional Services Agreement with Synergy Companies for Energy Audit and Direct Installation of Energy Efficiency Measures funded by Public Purpose funds..
2. Authorize the City Manager to execute the Second Amendment.

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. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (LANDSCAPE DISTRICTS - VALLEY) (CITY COUNCIL AND CSD BOARD), WHICH IS FUNDED BY PARCEL CHARGES (AGMT. NO. 2022-49) (Report of: Financial & Management Services)

Recommendations:

1. Approve the Agreement for On-Site and/or Professional Services for Landscape Districts – Valley (“Agreement”) with Greentech Landscape, Inc., 13560 Telegraph Rd. Whittier, CA 90605, and waive any and all minor irregularities, to provide landscape and irrigation maintenance services for certain

landscape maintenance districts for a period of five years at a total not-to-exceed amount of \$3,636,800.

2. Authorize the City Manager to execute the Agreement with Greentech Landscape, Inc. and authorize the Assistant City Manager/Chief Financial Officer to execute subsequent amendments to the Agreement, in accordance with its terms, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

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.

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.

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.

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.

G. GENERAL BUSINESS

G.1. CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR PRO TEM (Report of: City Clerk)

Recommendation: That the City Council:

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elena Baca-Santa Cruz, Council Member
AYES:	Delgado, Baca-Santa Cruz, Gutierrez, Marquez, Cabrera

Acting City Clerk, Assistant City Manager, Chief Financial Officer, City Treasurer, Brian Mohan provided the report.

Council Member Baca-Santa Cruz nominated Council Member Edward A. Delgado as Mayor Pro Tem.

Louise Palomares expressed support for Council Member Baca-Santa Cruz's nomination of Mayor Pro Tem; Council Member Delgado.

Mr. Resident expressed support for Council Member Baca-Santa Cruz as Mayor Pro Tem. Not opposed to Council Member Delgado being Mayor Pro Tem.

Council Roy Bleckert expressed being in favor of Council Member Delgado being selected as Mayor Pro Tem.

Elmer Thomas expressed support for both Council Member Baca-Santa Cruz and Council Member Delgado as Mayor Pro Tem.

Bob Palomares expressed being in favor of Council Member Ed Delgado as Mayor Pro Tem.

Council Member Cabrera praised Council Member Delgado; asserting that he too was in favor of voting for him as Mayor Pro Tem.

Council Member Marquez praised Council Member Delgado's character and was in favor of his nomination to become Mayor Pro Tem.

Mayor Gutierrez praised Council Member Delgado's existing contributions to the community and was in favor of his nomination to become Mayor Pro Tem.

Council Member Baca-Santa Cruz praised Council Member Delgado's hardworking nature and dedication to serving the community.

Acting City Clerk, Assistant City Manager, Chief Financial Officer, City Treasurer, Brian Mohan conducted Mayor Pro Tem Delgado's swearing in oath.

Mayor Pro Tem Delgado's swearing in speech.

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 providing updates from the March Joint Powers Commission meeting held on May 11th. The Commission heard an update from Lt. Morovich about the truck enforcement activities on Van Buren. Executive Director to transition the sunseting discussion to formal negotiations of terms for two agreements:

- An Amendment to the Joint Powers Agreement and
- A Comprehensive Sunseting Agreement that would address
 - revenue sharing,
 - annexations, and
 - distribution of assets and liabilities

Riverside County Habitat Conservation Agency (RCHCA)

None

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez provided the following: At the May 11th RCTC meeting, the Commission approved all items recommended at the April 25th Programs and Project Committee, including: The 91 Eastbound Corridor Operations Project that will improve operations on the eastbound SR-91 between SR-241 and SR-

71. An Agreement with the San Bernardino County Transportation Authority to support the Commuter Assistance Program. The Mid-County Parkway Project to address safety issues along the Ramona Expressway within Riverside Country jurisdiction.

Riverside Transit Agency (RTA)

Mayor Gutierrez reported on the May 4th RTA Administration and Operations Committee meeting. The Committee received a report that the Customer Information Center answered 24,206 calls in March 2022, an increase of 15.7% over March 2021.

- The number of calls to Dial A Rise was 8,600 in March 2022, an increase of 38.1% over March 2021.
- The Committee Recommended approval of Agreement with Trillium CNG for Compressed Natural Gas Preventative Maintenance and Repair Services at the two CNG fueling centers owned by the RTA that service the RTA’s fleet of buses.
 - The Agreement will go to the Board for final action.

Western Riverside Council of Governments (WRCOG)

None

Western Riverside County Regional Conservation Authority (RCA)

None

School District/City Joint Task Force

None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Lee congratulated Mayor Pro Tem Delgado. Reminded residents of upcoming Public Safety Expo event on Saturday, May 21, 2022.

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.

Minutes Acceptance: Minutes of May 17, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Council Member Cabrera

1. Thanked Lianna Guzman for attending the meeting, wanted to make sure contact information was exchanged.
2. Acknowledged his absence at the El Potrero Lighting Event, thanked staff for making the event happen.
3. Informed the community that Governor Newsom has proposed a program called CARE (Community Assistance Recovery and Empowerment) Court, a proposal to address the homeless situation in the State of California.
4. Celebrated his wife's birthday.
5. Praised the Beautify MoVal event, thanked the staff for producing another quality event.
6. Announced the San Juan de Anza Trail Section #3 event on Thursday 2:00pm at El Potrero Park.
7. Attended Alumni in Local Government Event at UC Riverside, commented on the pleasant experience. Intends to partner with the university in the future.
8. Announced the Public Safety Expo on Saturday, May 21st.
9. Reemphasized the effort City Council is planning to make to address the homelessness issue.

Council Member Baca-Santa Cruz

1. Thanked the Boy Scouts, MVCEA, and 951 Local Carpenters Union for attending the meeting.
2. Praised the organization of the Beautify MoVal Program event staff, and thanked the staff for another successful event.
3. Mentioned attending the Public Safety Expo on Saturday, May 21, 2022.
4. Attended the El Potrero Lighting Event, thanked staff for making the event happen.
5. Congratulated Mayor Pro Tem Delgado.

Mayor Pro Tem Delgado

1. Acknowledged 10 new hires, 9 promotions, and 9 employee separations.
2. Praised the Fire Mitigation Plan.
3. Thanked the Council for voting in favor of additional Public Safety.
4. Praised the Economic Development Team.
5. Praised the Beautify MoVal Event.
6. Emphasized that CalTrans is making a great effort to address the homelessness issue by Home Depot.
7. Attended the SCAG Conference, at which John Quiñones was the keynote speaker who encouraged the audience to be kind and act as if there was a camera on you.

Mayor Gutierrez

1. Thanked the Boy Scouts for attending the meeting.

2. Congratulated Mayor Pro Tem Delgado.
3. Reported the Moreno Valley Mall Redevelopment Notice of Preparation is planned for this week.
4. Thanked colleagues for voting on the Public Safety Contract for Cal Fire and Riverside Sheriffs.
5. Pleased with the passing of Item A.6; the expanding local hire program.
6. Praised the Beautify MoVal event, encouraged the public to sign up for future events.
7. Proud of the El Potrero Lighting Event, thanked staff for making the event happen.
8. Approved a project by Victoriano Park, lights scheduled to be finished by early Fall.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:23 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 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 7:23 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: July 5, 2022

TITLE: APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES (LOCC) 2022 ANNUAL CONFERENCE - ANNUAL BUSINESS MEETING

RECOMMENDED ACTION

Recommendations:

1. ADOPT RESOLUTION NO. 2022-XX- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOINTING DELEGATES AND AN ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES AS OFFICIAL REPRESENTATIVES OF THE CITY OF MORENO VALLEY; and
2. DIRECT STAFF TO SUBMIT TO THE LEAGUE A CERTIFIED COPY OF THE RESOLUTION APPOINTING MAYOR PRO TEM EDWARD A. DELGADO AS THE DELEGATE AND MAYOR DR. YXSTIAN A. GUTIERREZ AS THE ALTERNATE BY AUGUST 31, 2022.

SUMMARY/DISCUSSION

The League of California Cities Annual Conference is scheduled for September 7 – September 9, 2022, in Sacramento. At this meeting, the League membership will consider and take action on resolutions that establish League policy.

An important part of the Annual Conference is the conducting of the Annual Business Meeting at the General Assembly. The Annual Business Meeting is scheduled for 12:30 p.m. on Friday, September 9, 2022 at the Long Beach Convention Center. For Moreno Valley to be able to vote at the Annual Business meeting, the City must designate a voting delegate and may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve. Designation of a voting delegate must be done by City Council Resolution.

The League of California Cities has requested attending cities to submit before August 31, 2022, a Resolution designating the voting delegate and two alternates. Adoption of the attached Resolution will satisfy League requirements and enable the City of Moreno Valley to participate in the League's Annual Business Meeting, scheduled for September 9, 2022.

FISCAL IMPACT

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

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jasmin Rivera
Management Assistant

Department Head Approval:
Brian Mohan
Acting City Clerk

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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

1. Reso No. 2022-XX - League of CA Cities Delegate-Alternate
2. Voting Delegate - League of Cal Cities Packet

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 8:17 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:10 AM

RESOLUTION NO. 2022-XX

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

WHEREAS, the League of California Cities (“League”) will hold its 2022 Annual Conference from September 7, 2022 to September 9, 2022 in Long Beach, California; and

WHEREAS, the League’s 2022 Annual Conference will have an Annual Business Meeting on Friday, September 9, 2022 in which the League’s membership may consider and take action on resolutions that establish League policy; and

WHEREAS, in order to participate in the Annual Business Meeting and to attend the League’s 2022 Annual Conference, the Bylaws of League require the City Council to appoint, by a majority vote, a primary Voting Delegate and up to two Alternate Voting Delegates, one of whom may vote in the Annual Business Meeting in the event that the primary designated voting delegate is unable to serve in that capacity; and

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

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

SECTION 1. Mayor Pro Tem Edward A. Delgado is hereby appointed to serve as the Voting Delegate to the League of California Cities representing the City of Moreno Valley.

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

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

PASSED, APPROVED AND ADOPTED this 5th day of July, 2022.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Paul Bradvica, Deputy City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

RESOLUTION JURAT

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

I, Paul Bradvica, Deputy 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 5th day of July, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

PAUL BRADVICA, DEPUTY CITY CLERK

(SEAL)



LEAGUE OF
**CALIFORNIA
CITIES**

22 JUN 10 AM 9:14

Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

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

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



Annual Conference Voting Procedures

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



CITY: _____

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

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

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

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

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

Name: _____ Email _____

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

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254

Attachment: Voting Delegate - League of Cal Cities Packet (5895 : APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: July 5, 2022

TITLE: GENERAL MUNICIPAL ELECTION – NOVEMBER 8, 2022
RESOLUTIONS CALLING AND GIVING NOTICE AND
REQUESTING CONSOLIDATION WITH STATEWIDE
GENERAL ELECTION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2022-XX - A Resolution calling an election titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, FOR CERTAIN OFFICERS, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.
2. Adopt Resolution No. 2022-XX - A Resolution requesting election consolidation titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE, PURSUANT TO §10403 OF THE CALIFORNIA ELECTIONS CODE".
3. Adopt Resolution No. 2022-XX - A Resolution establishing regulations and cost for Candidate Statements titled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, PROVIDING FOR REGULATIONS PERTAINING TO MATERIALS FOR CANDIDATES AND COSTS PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022."

SUMMARY

The next General Municipal Election in the City of Moreno Valley will be held on Tuesday, November 8, 2022. The purpose of the election is to elect a Mayor for a two-year term and two members of the City Council for four-year terms. The state Elections Code requires the adoption of resolutions for the purpose of 1) calling and giving notice of the General Municipal Election; 2) requesting that the Riverside County Board of Supervisors consent to the consolidation of the election with the Statewide General Election to be held on the same date, and 3.) establishing regulations and costs for candidate statements.

DISCUSSION

In order to initiate the election process, appropriate resolutions are presented for action to be taken by the Mayor and City Council.

Pursuant to California Elections Code, a municipality may request that the Riverside County Board of Supervisors consolidate its Municipal Election with the Statewide General Election. The County Registrar of Voters conducts the election in all respects as if there was a single election with multiple offices and measures. The City of Moreno Valley has consolidated its General Municipal Election since 1986.

In order to call an election and consolidate with the statewide election, the City must adopt resolutions that call and give notice of an election and request that the County Board of Supervisors consent to the consolidation and agree to provide election services. These services include hiring poll workers, establishing polling places, translating, printing, and mailing the voter's ballot pamphlet; and canvassing the ballots. This delegation does not include services provided by the City Clerk, such as issuing and accepting nomination papers.

Tie Votes

The Call for a General Municipal Election includes a process for determining the outcome of a tie vote. If the County Registrar certifies that any two or more people receive an equal and highest number of votes, the City Council must have predetermined a method of selecting an actual winner. Pursuant to Elections Code Section 15651 (a), the City may select to settle ties by lot. The candidate so chosen shall qualify, take office and serve as though elected at the preceding general district election. Traditionally, the City of Moreno Valley has included a determination by lot in its call for election resolution and this provision is included in Section 10 for the resolution calling the election. As an alternative, however, pursuant to Section 15651 (b), the City Council can request the County to schedule and hold a run-off election. This determination must be made prior to the election at which a tie vote occurs.

ALTERNATIVES

1. Adopt all three Resolutions calling for the November 8, 2022 Municipal Election, requesting consolidation with the Statewide General Election, and establishing regulations and costs for candidate statements, as presented.
2. Modify the Resolutions calling the election to delete the provision for settling a tie by lot, and direct staff to prepare a resolution calling for a runoff election in the instance of a tie vote.

FISCAL IMPACT

The City budget includes \$297,000 to conduct the November 8, 2022 Municipal Election. This amount is based on the actual cost of \$255,000 for the November 13, 2018 election. The County of Riverside is expected to provide more current cost estimates in the near future and the budget will be adjusted accordingly in a future quarterly budget review.

NOTIFICATION

Posting of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Paul Bradvica
Deputy City Clerk

Department Head Approval:
Brian Mohan
Acting City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. Resolution Calling Election
- 2. Resolution Consolidating Election
- 3. Resolution Candidate Statements

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 8:06 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:11 AM

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, FOR CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 8, 2022, for the election of Municipal Officers; and

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

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Moreno Valley, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing a Mayor for the full term of two years, and a City Council Member from Council District Two (2) and a Council Member from Council District Four (4), as such districts have heretofore been established, for the full term of four years.

SECTION 2. The election will be held and conducted in accordance with the provisions of law regulating statewide elections, including without limitation, Election Code 10418.

SECTION 3. The ballots to be used at the election shall be in form and content as required by law.

SECTION 4. The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies and equipment that may be necessary in order to properly and lawfully conduct the election.

SECTION 5. The polls for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code §10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 6. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. In the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) when certified by the County of Riverside Registrar of Voters, the City Council in accordance with Elections Code §15651 (a) shall set a date, time and place and summon the candidates who have received the tie votes to appear and will resolve the tie by lot.

SECTION 9. That the City Clerk is authorized to administer said election and all reasonable and actual expenses shall be paid by the City upon presentation of a properly submitted bill by the County of Riverside.

SECTION 10. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED and ADOPTED this 5th day of July 2022.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Brian Mohan, Acting City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

RESOLUTION JURAT

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

I, Brian Mohan, Acting 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 5th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, Mayor)

BRIAN MOHAN, ACTING CITY CLERK

(SEAL)

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO §10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Moreno Valley, California, has called a General Municipal Election to be held on Tuesday, November 8, 2022, for the purpose of the election of a Mayor and two (2) members of the City Council; and

WHEREAS, it is desirable that such General Municipal Election be consolidated with the Statewide General Election to be held on the same date, and that within the City, the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters of the County of Riverside canvass the returns of the General Municipal Election, and that the elections be held in all respects as if there were only one election.

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

SECTION 1. Pursuant to the requirements of §10403 of the California Elections Code, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of a Mayor and two (2) members of the City Council of the City of Moreno Valley.

SECTION 2. The Riverside County Registrar of Voters Office is authorized to canvass the returns of the City of Moreno Valley's General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The City of Moreno Valley's General Municipal Election will be held and conducted in accordance with the provisions of law regulating the statewide election, including without limitation, Elections Code §10418.

SECTION 3. The Board of Supervisors is hereby requested to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. The City of Moreno Valley, California, recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs upon presentation of a properly submitted

invoice.

SECTION 5. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Riverside.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this 5th day of July, 2022.

Dr. Yxstian A. Gutierrez,
Mayor
City of Moreno Valley

ATTEST:

APPROVED AS TO FORM:

Brian Mohan, Acting City Clerk

Steven B. Quintanilla, Interim City Attorney

Attachment: Resolution Consolidating Election (5889 : GENERAL MUNICIPAL ELECTION – NOVEMBER 8, 2022 RESOLUTIONS CALLING AND

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Brian Mohan, Acting 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 5th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Member, Mayor Pro Tem, Mayor)

BRIAN MOHAN, ACTING CITY CLERK

(SEAL)

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, PROVIDING FOR REGULATIONS PERTAINING TO MATERIALS FOR CANDIDATES AND COSTS PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

WHEREAS, California Elections Code Section 13307 provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a Municipal Election, including the costs thereof;

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

Section 1. General Provisions. That pursuant to California Elections Code Section 13307, each candidate for elective office to be voted for at the General Municipal Election to be held in the City of Moreno Valley on Tuesday, November 8, 2022, may prepare a candidate statement on an appropriate form provided by the City Clerk. Such statements may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. In that City Council offices are non-partisan, such statements shall not include party affiliation of the candidate, nor membership activity in any partisan political organizations. Pursuant to Elections Code Section 13307, such statements may not include a reference to any other candidate. Such statements shall be filed in the Office of the City Clerk at the time the candidate's nomination papers are filed. Such statements may be withdrawn, but not changed, during the period for filing nomination papers up until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy. That pursuant to the Federal Voting Rights Act, the County shall translate candidate statements into Spanish, and a translation of the candidate's statement shall be included in the voter's pamphlet and mailed with the sample ballot to each registered voter in the City, who has requested a sample ballot in Spanish.

Section 3. Payment. The candidate shall be required to pay for his or her pro rata cost of translating and printing the candidate statement as specified in Section 2 above. The City Clerk shall require a candidate filing a statement to pay in advance a deposit of \$1,050 for candidates for the office of Mayor, \$550 for candidates for office of City Council – District 2, and \$500 for candidates for office of City Council – District 4, as a condition of having his or her statement included in the voter's pamphlet or pay in advance a deposit of \$260 for candidates for the offices of Mayor, City Council – District

2, and City Council – District 4, as a condition of having his or her statement posted electronically only on the Riverside County Registrar Recorder’s website. The City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund any unused portion of any deposit.

Section 4. Formatting. That the City Clerk shall allow italics, underlining, bullets, and capitalized words in candidate statements. Bold type is prohibited in candidate statements.

Section 5. State Standards. That the City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 6. Additional Materials. That no candidate will be permitted to include additional materials to the sample ballot package.

Section 7. Copies. That the City Clerk shall provide each candidate or the candidate’s representative a copy of this Resolution at the time nomination petitions are issued.

Section 8. Repeal. That all previous resolutions establishing council policy on payment for candidate statements are repealed.

Section 9. Application. That this resolution shall apply to the election to be held on November 8, 2022 and shall then be repealed.

Section 10. Certification. That the City Clerk shall certify to the passage and adoption of this resolution, shall enter the same into the book of original resolutions of the City of Moreno Valley.

APPROVED AND ADOPTED this 5th day of July 2022.

Dr. Yxstian A. Gutierrez,
Mayor
City of Moreno Valley

APPROVED AS TO FORM:

ATTEST:

Steven B. Quintanilla, City Attorney

Brian Mohan, Acting City Clerk

2
Resolution No. 2022-XX
Date Adopted: July 5, 2022

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Brian Mohan, Acting 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 5th day of July, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

BRIAN MOHAN, ACTING CITY CLERK

(SEAL)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: July 5, 2022

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2021/2022 FROM JULY 1, 2021 THROUGH MAY 31, 2022

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2021/2022 Council Discretionary Expenditure Report for July 1, 2021 through May 31, 2022.

SUMMARY

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from City Council Discretionary Expenditure Accounts. These reports are for each Council Member's year to date expenditures for Fiscal Year 2021/2022, for July 1, 2021 through May 31, 2022. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

With the adoption of the current fiscal year budget and pursuant to Resolution No. 2021-31, unused monies from Fiscal Year 2020/2021 has been carried over to the current Fiscal Year as approved by the City Manager. The Discretionary Expenditure Reports will reflect the amended budget amount in a future period.

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

NOTIFICATION

Posting of the agenda as required by the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Jasmin Rivera
Management Assistant

Department Head Approval:
Brian Mohan
Acting City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. FY 21 22 Expenditure Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/29/22 8:15 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/30/22 9:46 AM



MAYOR DR. YXSTIAN A. GUTIERREZ

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary
 1010-10-01-10015-620131 Mayor Discretionary - Carryover
 July 1, 2021 - May 31, 2022

Date	Amount	Description
No expenditures to report for July 2021		
8/4/2021	\$ 5,000.00	Val Verde Unified School District Explorer Program
8/25/2021	\$ 44.75	Refreshments for College Student City Hall tour
9/18/2021	\$ 49.87	Refreshments for Kawhi Leonard - Weston Park Basketball Event
9/22/2021	\$ 60.00	League of California Cities Lunch Riverside County Division Lunch
10/8/2021	\$ 500.00	Diamond Girls Softball Association Sponsorship
10/18/2021	\$ 2,500.00	Intercities Soccer League Sponsorship
11/3/2021	\$ 10.00	Moreno Valley Chamber of Commerce- Wake-Up MV Meeting - 9/20/21
No expenditures to report for December 2021		
1/1/2021	\$ 250.00	Team Jesus of Riverside donation(Jackets, blankets and meals
1/26/2022	\$ 132.00	New Beginnings Fellowship
No expenditures to report for February 2022		
3/28/2022	\$ 35.00	Perris State of the City Address
No expenditures to report for April 2022		
5/31/2022	\$ 100.00	Voices for Children Fundraiser Dinner
	<u>\$ 8,681.62</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 6,000.00	FY 21/22 Adopted Budget Amount
	\$ 8,575.00	Carryover Budget Amount FY 20/21
	<u>\$ 14,575.00</u>	FY 21/22 Amended Budget Amount
	\$ 5,893.38	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 6/28/2022



Mayor Pro Tem Baca

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10011-620111 District 1 Discretionary
 1010-10-01-10011-620116 District 1 Discretionary - Carryover
 July 1, 2021 - October 6, 2021

Date	Amount	Description
		No expenditures to report for July 2021
		No expenditures to report for August 2021
		No expenditures to report for September 2021
		No expenditures to report for October 2021
	<u>\$ -</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 3,000.00	FY 21/22 Adopted Budget Amount
	<u>\$ -</u>	Carryover Budget Amount FY 20/21
	<u>\$ 3,000.00</u>	FY 21/22 Amended Budget Amount
	\$ 3,000.00	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 6/28/2022



COUNCIL DISTRICT 1 LADONNA JEMPSON

Fiscal Year 2021/2022 Council Discretionary Expenditures
Accounts: 1010-10-01-10011-620111 District 1 Discretionary
1010-10-01-10011-620116 District 1 Discretionary - Carryover
October 19, 2021 - Nov 18, 2021

Date	Amount	Description
No expenditures to report for October 2021		
11/15/2021	\$ 1,000.00	Discovery Christian Church of Moreno Valley -Turkey Giveaway
	<u>\$ 1,000.00</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 3,000.00	FY 21/22 Adopted Budget Amount
	\$ -	Carryover Budget Amount FY 20/21
	<u>\$ 3,000.00</u>	FY 21/22 Amended Budget Amount
	\$ 2,000.00	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 6/28/2022



COUNCIL DISTRICT 1 ELENA BACA-SANTA CRUZ

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10011-620111 District 1 Discretionary
 1010-10-01-10011-620116 District 1 Discretionary - Carryover
 May 3, 2022 - May 31, 2022

Date	Amount	Description
No expenditures to report for May 2022		
	\$ 1,500.00	FY 21/22 Adopted Budget Amount
	\$ -	Carryover Budget Amount FY 20/21
	<u>\$ 1,500.00</u>	FY 21/22 Amended Budget Amount
	\$ 1,500.00	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 6/28/2022



MAYOR PRO TEM EDWARD A. DELGADO

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10012-620112 District 2 Discretionary
 1010-10-01-10012-620117 District 2 Discretionary - Carryover
 November 18, 2021 - May 31, 2022

Date	Amount	Description
		No expenditures to report for July 2021
		No expenditures to report for August 2021
		No expenditures to report for September 2021
		No expenditures to report for October 2021
		No expenditures to report for November 2021
		No expenditures to report for December 2021
		No expenditures to report for January 2022
2/9/2022	\$ 336.00	Moreno Valley Community Band
3/9/2022	\$ 500.00	Diamond Girls Softball Association Sponsorship
3/28/2022	\$ 35.00	Perris State of the City Address
		No expenditures to report for April 2022
		No expenditures to report for May 2022
	<u>\$ 871.00</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 1,500.00	FY 21/22 Adopted Budget Amount
	\$ -	Carryover Budget Amount FY 20/21
	<u>\$ 1,500.00</u>	FY 21/22 Amended Budget Amount
	\$ 629.00	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 6/28/2022



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10013-620113 District 3 Discretionary
 1010-10-01-10013-620118 District 3 Discretionary - Carryover
 July 1, 2021 - May 31, 2022

Date	Amount	Description
No expenditures to report for July 2021		
8/10/2021	\$ 25.00	Moreno Valley Chamber of Commerce Wake-UP
9/22/2021	\$ 60.00	League of California Cities Lunch Riverside County Division Lunch
9/16/2021	\$ 500.00	Diamond Girls Softball Association Sponsorship
No expenditures to report for October 2021		
No expenditures to report for November 2021		
No expenditures to report for December 2021		
No expenditures to report for January 2022		
2/14/2022	\$ 1,000.00	Moreno Valley Community Band
3/28/2022	\$ 35.00	Perris State of the City Address
3/31/2022	\$ 467.19	Congressional Conference Expenses
No expenditures to report for April 2022		
No expenditures to report for May 2022		
	<u>\$ 2,087.19</u>	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 3,000.00	FY 21/22 Adopted Budget Amount
	<u>\$ 4,967.00</u>	Carryover Budget Amount FY 20/21
	<u>\$ 7,967.00</u>	FY 21/22 Amended Budget Amount
	\$ 5,879.81	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 6/28/2022



COUNCIL DISTRICT 4 ULISES CABRERA

Fiscal Year 2021/2022 Council Discretionary Expenditures
 Accounts: 1010-10-01-10014-620114 District 4 Discretionary
 1010-10-01-10014-620119 District 4 Discretionary - Carryover
 July 1, 2021 - May 31, 2022

Date	Amount	Description
No expenditures to report for July 2021		
8/3/2021	\$ 500.00	Community Health System Drive Thru Backpack Giveaway
8/11/2021	\$ 1,000.00	The Leela Project- 4th Annual Barbers & Backpacks Event at Moreno Valley College
No expenditures to report for September 2021		
10/31/2021	\$ 500.00	Moreno Valley Falcon's Cheerleader Uniforms
11/15/2021	\$ 35.00	Power Speaks Louder-Fuel for Community Outreach
11/15/2021	\$ 91.08	Power Speaks Louder-U-Haul Van Rental
11/15/2021	\$ 91.87	Power Speaks Louder-U-Haul Van Rental
11/30/2021	\$ 183.34	Power Speaks Louder- Turkeys- WinCo
11/30/2021	\$ 290.97	Power Speaks Louder- Turkeys- Aldi
11/30/2021	\$ 223.29	Power Speaks Louder- Turkeys- Aldi
12/21/2022	\$ 805.85	Unity of the Faith Christian Outreach Ministries, Inc Toy Drive
1/3/2022	\$ 317.44	Power Speaks Louder- Christmas Toy Drive Gifts– BIG LOTS
1/3/2022	\$ 190.31	Power Speaks Louder- Christmas Toy Drive Gifts – Five Below
No expenditures to report for February 2022		
3/2/2022	\$ 92.46	Power Speaks Louder-U-Haul Van Rental
3/2/2022	\$ 40.00	Power Speaks Louder- Community Outreach Mileage/Fuel
3/14/2022	\$ 60.00	Power Speaks Louder- Food4less -Bus Fuel
3/14/2022	\$ 60.00	Power Speaks Louder- The Smog Shop- Bus Smog Inspection
3/14/2022	\$ 201.19	Power Speaks Louder- Walmart- Bus Battery
3/14/2022	\$ 28.00	Power Speaks Louder- AutoZone- Bus Fuel Cap
3/14/2022	\$ 100.00	Power Speaks Louder- Tidy Up! Cleaning Service for Bus
3/25/2022	\$ 700.00	California Rush Soccer Club
3/28/2022	\$ 77.48	American Heart Association- Heart Walk Campaign
3/28/2022	\$ 35.00	Perris State of the City Address
No expenditures to report for May 2022		
	\$ 5,623.28	TOTAL Council Discretionary Expenditures for FY 21/22
	\$ 3,000.00	FY 21/22 Adopted Budget Amount
	\$ 2,763.00	Carryover Budget Amount FY 20/21
	\$ 5,763.00	FY 21/22 Amended Budget Amount
	\$ 139.72	FY 21/22 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 6/28/2022



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: July 5, 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:
Vanessa Leccese
Assistant to the City Manager

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

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 7:27 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:08 AM

City of Moreno Valley
Personnel Changes- 6/1/2022 to 6/30/22
July 5, 2022

New Hires

Mindy Davis, Principal Planner, Community Development Services, Planning Division

Patricia Delgado Flores, Accounting Assistant, Financial & Management Services, Treasury Operations

Erik Frias, Parks Maintenance Worker, Parks & Community Services, Parks Maintenance

Jason Niccoli, Electric Utility Assistant Manager, Public Works, Electric Utility

Maressa Nunez, Senior Management Analyst, Financial & Management Services, Special Districts

Jade Saucier, Animal Services Dispatcher, Community Development Services, Animal Services

Yesenia Perez, Management Aide, Financial & Management Services, Human Resources

Carlos Lobatos, Parks Maintenance Worker, Parks and Community Services, Parks Maintenance

Alma Lara, Information Technology Technician, Financial & Management Services, Technology Services

Promotions

Tyler Smith

From: Management Assistant, Public Works, Maintenance & Operations Division

To: Management Analyst, Public Works, Maintenance & Operations Division

Janelle Bizzle

From: Management Aide, Financial & Management Services, FMS-Administration

To: Management Assistant, Public Works Department, Maintenance & Operations Division

Hernan Lopez

From: Community Enhancement officer I, Financial & Management Services, FMS-Administration

To: Community Enhancement Officer II, Public Works Department, Maintenance & Operations Division

Transfers

None

Separations

Jose Corona, Parks Maintenance Worker, Parks & Community Services, Parks Maintenance

Antonio Martinez, Recycling Specialist, Financial & Management Services, Purchasing & Sustainability

Martin Huaracha, Community Enhancement Officer I, Community Development Services, Community Enhancement & Neighborhood Services



Report to City Council

TO: Mayor and City Council Acting in its Capacity as Members of the Moreno Valley Successor Agency (SA)

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: July 5, 2022

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2023 THROUGH JUNE 30, 2023 (ROPS 22-23B)

RECOMMENDED ACTION

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Amended Recognized Obligation Payment Schedule for the Period of January 1, 2023 through June 30, 2023 (ROPS 22-23B), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications Thereto.
2. Authorize the transmittal of the ROPS 22-23B, for the period of January 1, 2023 through June 30, 2023, ("Exhibit A") to the Countywide Oversight Board for County of Riverside for review and approval.

SUMMARY

This report recommends adoption of the Proposed Resolution approving the amended Recognized Obligation Payment Schedule (ROPS 22-23B), for the period of January 1, 2023 through June 30, 2023. The ROPS 22-23B amendment is being proposed to increase the payment to Robertson's Ready Mix Inc. based on revenues received by the City.

As successor agency (“Successor Agency”) to the Community Redevelopment Agency (RDA) of the City of Moreno Valley, the City is responsible for winding down the affairs of the former RDA including disposing of its assets, making payments and performing other obligations owed for Enforceable Obligations. The Recognized Obligation Payment Schedules certain applicable periods provide the details necessary for the City serving as the Successor Agency to fulfill the former RDA’s legally binding and enforceable agreements as required by law.

DISCUSSION

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule (“ROPS”) for each six-month period. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Successor Agency’s legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation. AB 1484 further clarifies certain matters associated with the dissolution of RDAs and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of Successor Agency assets.

In order to facilitate the wind down process, on behalf of the Successor Agency, the City Council has adopted the following Resolutions:

- Resolution No. 2012-13, adopted on February 28, 2012, approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012.
- Resolution No. 2012-22, adopted on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.
- Resolution No. 2012-71, adopted on August 28, 2012, approving a Second Recognized Obligation Payment Schedule for the period of January 1, 2013 through June 30, 2013.
- Resolution No. SA 2013-02, adopted on February 26, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14A) for the period of July 1, 2013 through December 31, 2013.
- Resolution No. SA 2013-09, adopted on September 24, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14B) for the period of January 1, 2014 through June 30, 2014.
- Resolution No. SA 2014-01, adopted on February 25, 2014, approving a

Recognized Obligation Payment Schedule (ROPS 14-15A) for the period of July 1, 2014 through December 31, 2014.

- Resolution No. SA 2014-02, adopted on September 23, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15B) for the period of January 1, 2015 through June 30, 2015.
- Resolution No. SA 2015-01, adopted on February 24, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16A) for the period of July 1, 2015 through December 31, 2015.
- Resolution No. SA 2015-02, adopted on September 22, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16B) for the period of January 1, 2016 through June 30, 2016.
- Resolution No. SA 2016-01, adopted on January 19, 2016, approving a Recognized Obligation Payment Schedule (ROPS 16-17) for the period of July 1, 2016 through June 30, 2017.
- Resolution No. SA 2016-02, adopted on September 6, 2016, approving a Recognized Obligation Payment Schedule (ROPS 16-17B) for the period of January 1, 2017 through June 30, 2017.
- Resolution No. SA 2016-04, adopted on December 12, 2016, approving a Recognized Obligation Payment Schedule (ROPS 17-18) for the period of July 1, 2017 through June 30, 2018.
- Resolution No. SA 2017-05, adopted on September 19, 2017, approving a Recognized Obligation Payment Schedule (ROPS 17-18B) for the period of January 1, 2018 through June 30, 2018.
- Resolution No. SA 2018-01, adopted on January 16, 2018, approving a Recognized Obligation Payment Schedule (ROPS 18-19) for the period of July 1, 2018 through June 30, 2019.
- Resolution No. SA 2018-04, adopted on September 4, 2018, approving a Recognized Obligation Payment Schedule (ROPS 18-19B) for the period of January 1, 2019 through June 30, 2019.
- Resolution No. SA 2018-06, adopted on December 18, 2018, approving a Recognized Obligation Payment Schedule (ROPS 19-20) for the period of July 1, 2019 through June 30, 2020.
- Resolution No. SA 2019-02, adopted on August 20, 2019, approving a Recognized Obligation Payment Schedule (ROPS 19-20B) for the period of January 1, 2020 through June 30, 2020.

- Resolution No. SA 2019-03, adopted on December 3, 2019, approving a Recognized Obligation Payment Schedule (ROPS 20-21) for the period of July 1, 2020 through June 30, 2021.
- Resolution No. SA 2020-02, adopted on July 7, 2020, approving a Recognized Obligation Payment Schedule (ROPS 20-21B) for the period of January 1, 2021 through June 30, 2021.
- Resolution No. SA 2021-01, adopted on January 5, 2021, approving a Recognized Obligation Payment Schedule (ROPS 21-22) for the period of July 1, 2021 through June 30, 2022.
- Resolution No. SA 2021-04, adopted on December 7, 2021, approving a Recognized Obligation Payment Schedule (ROPS 22-23) for the period of July 1, 2022 through June 30, 2023.

Once approved, the ROPS 22-23B will be submitted to the Successor Agency's Countywide Oversight Board for County of Riverside ("Oversight Board") for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the State Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached proposed resolution, which approves the amended Recognized Obligation Payment Schedule, for the period of January 1, 2023 through June 30, 2023 and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*
2. Decline to adopt the attached proposed resolution which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS 22-23B will serve as authorization to pay obligations listed during the noted period.

With the dissolution of the former RDA, there are continued risks that the payment of certain agreements may not be approved by the California Department of Finance, which will impact the General Fund. When these costs can be considered a short-term loan from the City to the Successor Agency and thus considered an enforceable

obligation of the Successor Agency, the City shall seek reimbursement as available.

NOTIFICATION

The agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas, in compliance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Launa Jimenez
Financial Resources Division Manager

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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

- 1. SA Resolution 2022-XX

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/27/22 9:50 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/27/22 10:03 AM

RESOLUTION NO. SA 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2023 THROUGH JUNE 30, 2023 (ROPS 22-23B), AND AUTHORIZING THE CITY MANAGER ACTING FOR THE SUCCESSOR AGENCY OR HIS/HER DESIGNEE TO MAKE MINOR MODIFICATIONS THERETO

WHEREAS, the City Council of the City of Moreno Valley agreed to serve as successor agency to the Community Redevelopment Agency of the City of Moreno Valley ("Former RDA") commencing upon dissolution of the Former RDA on February 1, 2012 pursuant to Assembly Bill x1 26, as amended by AB 1484; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l), before each six-month fiscal period, the successor agency to a dissolved redevelopment agency such as the Former RDA is required to adopt a draft Recognized Obligation Payment Schedule ("ROPS") that lists all of the obligations that are "enforceable obligations" within the meaning of Health and Safety Code Section 34171, and which identifies a source of payment for each such obligation from among (i) the Low and Moderate Income Housing Fund; (ii) bond proceeds; (iii) reserve balances; (iv) the administrative cost allowance; (v) revenues from rents, concessions, interest earnings, and asset sales; and (vi) the Redevelopment Property Tax Trust Fund established by the County Auditor-Controller to the extent no other source of funding is available or payment from property tax is contractually or statutorily required; and

WHEREAS, the City of Moreno Valley ("City"), acting as the successor agency to the Former RDA ("Successor Agency") has prepared a ROPS covering the period January 1, 2023 through June 30, 2023 ("ROPS 22-23B"); and

WHEREAS, the draft ROPS must be concurrently submitted to the County Administrative Officer, the County Auditor-Controller, the State Department of Finance, and the Countywide Oversight Board for County of Riverside ("Oversight Board").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. RECITALS

1
Resolution No. SA 2022-____
Date Adopted: July 5, 2022

That the foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. APPROVAL OF ROPS 22-23B

That the City Council acting on behalf of the Successor Agency hereby approve and adopt ROPS 22-23B, in substantially the form attached hereto as Exhibit "A."

SECTION 3. TRANSMITTAL

That City staff, acting for the Successor Agency, is directed to transmit the ROPS 22-23B to the Oversight Board, County Administrative Officer, the County Auditor-Controller, and the State Department of Finance.

Section 4. OTHER ACTS

That the City Manager, acting for the Successor Agency, or his/her designee is hereby authorized to make minor modifications to the ROPS 22-23B, and each officer of the City, acting for the Successor Agency, is hereby authorized and directed, jointly and severally, to execute and deliver such documents and instruments and to do such things which may be necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified, approved and confirmed. Such acts shall include, but shall not be limited to, reformatting of the ROPS 22-23B as may be required by the Department of Finance or Oversight Board.

Section 5. SEVERABILITY

That if any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council acting for the Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 6. EFFECTIVE DATE

That this Resolution shall take effect immediately upon adoption.

Section 7. CERTIFICATION

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

2
Resolution No. SA 2022-
Date Adopted: July 5, 2022

APPROVED AND ADOPTED this 5th day of July 2022.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley
acting for Successor Agency

ATTEST:

Brian Mohan, Acting City Clerk
acting for Successor Agency

APPROVED AS TO FORM:

Steve Quintanilla, Interim City Attorney
acting for Successor Agency

3
Resolution No. SA 2022-_____
Date Adopted: July 5, 2022

Attachment: SA Resolution 2022-XX (5873 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO

RESOLUTION JURAT

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

I, _____, Acting City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2022-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

ACTING CITY CLERK

(SEAL)

Resolution No. SA 2022-⁴
Date Adopted: July 5, 2022

Attachment: SA Resolution 2022-XX (5873 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO

EXHIBIT "A"

ROPS 22-23B COVERING JANUARY 1, 2023 THROUGH JUNE 30, 2023

SEE ATTACHED

Resolution No. SA 2022-5
Date Adopted: July 5, 2022

Attachment: SA Resolution 2022-XX (5873 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO

Moreno Valley

ROPS 2022-23B Amended

Summary		Detail	Submission		
Requested Funding for Obligations			Authorized Amounts	Requested Adjustments	Amended Total
A	Obligations Funded as Follows (B+C+D)		0	0	0
B	Bond Proceeds		0	0	0
C	Reserve Balance		0	0	0
D	Other Funds		0	0	0
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G)		1,915,911	26,570	1,942,481
F	RPTTF		1,790,911	26,570	1,817,481
G	Administrative RPTTF		125,000	0	125,000
H	Current Period Obligations (A+E)		1,915,911	26,570	1,942,481

Attachment: SA Resolution 2022-XX (5873 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPME)

Moreno Valley

ROPS 2022-23B Amended

Summary Detail Submission

Filter Export to Excel Printable Table

Item #	Obligation Name	Obligation Type	Total Outstanding Balance	AUTHORIZED AMOUNTS						REQUESTED ADJUSTMENTS						Notes	
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Total Authorized	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Total Adjusted		
	TOTAL		58,984,777		-	-	1,790,911	125,000	1,915,911	-	-	-	26,570		26,570		
	2	2007 Special Tax Refunding Bonds - Towngate 87-1			-	-	-	-			-	-	-	-	-		
	3	Improvement Area No. 1 Special Tax Refunding Bonds	345,000		-	-	141,371		141,371		-	-	-	-	-		
	5	2011 Refunding of 97 LRB Bonds	150,000		-	-	75,000		75,000		-	-	-	-	-		
	13	CalPERS Retirement Liability	193,971		-	-	-		-		-	-	-	-	-		
	14	Retiree Medical Trust (CERBT)	62,466		-	-	-		-		-	-	-	-	-		
	17	Towngate Acquisition Note	18,826,841		-	-	700,000		700,000		-	-	-	-	-		
	19	Robertson's Ready Mix, Inc. OPA	1,111,499		-	-	121,100		121,100		-	-	-	26,570	-	26,570	The ROPS 22-23B amendment is being proposed to increase the payment to Robertson's Ready Mix Inc. based on Sales Tax revenues received by the City.
	24	Payroll Costs/Operating Costs	250,000		-	-	-	125,000	125,000		-	-	-	-	-	-	
	88	2017 Refunding of the 2007 Tax Allocation Bonds Series A	38,045,000		-	-	753,440		753,440		-	-	-	-	-	-	

Attachment: SA Resolution 2022-XX (5873 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPME)



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: July 5, 2022

TITLE: SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE 988, AMENDING CHAPTER 2.04 COUNCIL OF THE MORENO VALLEY MUNICIPAL CODE TO ADD SECTION 2.04.007 MAYOR'S ROLE, DUTIES AND RESPONSIBILITIES AND SECTION 2.04.009 PUBLIC INQUIRIES (ORD. NO. 988)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Ordinance 988, establishing the Mayor's role, duties and responsibilities.

SUMMARY

This report recommends adoption of Ordinance No. 988, introduced at the June 7, 2022 City Council meeting, approving amendments to Chapter 2.04.

DISCUSSION

Ordinance No. 988 amends Chapter 2.04 to add section 2.04.007.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 988. Staff recommends this alternative.
2. Provide revisions to the draft Ordinance and have staff return with the revised draft for another adoption process.

FISCAL IMPACT

There are no fiscal impacts anticipated from the approval and adoption of this Ordinance and Resolution.

NOTIFICATION

Agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Steve B. Quintanilla
Interim City Attorney

Department Head Approval:
Steven B. Quintanilla
Interim City Attorney

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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

1. Ordinance - Mayors Duties - REVISED (06.14.2022) SBQ

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 8:20 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:11 AM

ORDINANCE NO. 2022-988

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 2.04 COUNCIL OF THE MORENO VALLEY MUNICIPAL CODE TO ADD SECTION 2.04.007 MAYOR’S ROLE, DUTIES AND RESPONSIBILITIES AND SECTION 2.04.009 PUBLIC INQUIRIES

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

WHEREAS, the City of Moreno Valley is governed by a legislative body known as the City Council, which consists of the Mayor and four District Councilmembers; and

WHEREAS, the Mayor is elected on a City-wide basis by the registered voters throughout the City, whereas the four District Councilmembers are each elected to represent a defined geographic area of the City known as a “District,” by the registered voters (residents) residing within the respective District; and

WHEREAS, the Districts are essentially neighborhood-based election districts, where registered voters (residents) within a given District are afforded a better opportunity to meet and have access to their District-elected Councilmembers in person, which means that District Councilmembers, as elected in the City of Moreno Valley, are specifically elected to primarily represent the interests of their Districts; and

WHEREAS, to balance the nature of such a District-based governing system in the City of Moreno Valley, the Mayor who is elected by the registered voters (residents) throughout the City (regardless of the District they reside in) is intended to ensure that there will always remain a jurisdiction-wide (a.k.a. “City-wide”) perspective on all issues presented to the City Council; and

WHEREAS, under State law, the Mayor serves as a member of the City Council and has all the powers and duties of a member of the City Council; and

WHEREAS, since the Mayor is elected on a City-wide basis to represent general City-wide interests and to provide a City-wide perspective, the Mayor serves as the City’s de facto figurehead for the City, which means that the Mayor assumes ceremonial roles which include (for example) making public appearances on behalf of the entire City at special events, welcoming visiting dignitaries to the City, publicizing and promoting policies and other matters approved by the City Council, publicizing and promoting current City programs, services and special events, and representing the City on the above matters and other matters of general concern to the City via the broadcast media, the City’s PEG channel, social networking sites the City belongs to, and the City’s website, excluding mass mailings; and

Attachment: Ordinance - Mayors Duties - REVISED (06.14.2022) SBQ (5894 : SECOND READING AND CONSIDERATION OF ADOPTION OF

WHEREAS, the Mayor may not use any of the aforementioned forums or appearances to promote his/her political campaign or his/her personal policy agenda, or advance his/her personal financial interests; nor, may the Mayor use these events to speak on behalf of the entire City Council on matters that specifically require prior review, consideration and approval by a majority of the City Council; and

WHEREAS, in addition to the above ceremonial roles, the Mayor, pursuant to State and local City regulations and/or policies, has the following duties and/or responsibilities: 1) serves as the presiding officer over all meetings of the City Council; 2) serves as Chairperson on the City’s Disaster Council; 3) may direct a sufficient number of police officers to attend and keep order at any public meeting, if in the Mayor’s opinion, a breach of the peace may occur; 3) may require the sergeant-at-arms to carry out all orders given by the Mayor for the purpose of maintaining order and decorum; 4) may order persons interrupting a meeting to be seated or keep quiet and call for their arrest if the person does not comply; 5) may require that witnesses be sworn at public hearings; 6) may approve rewards as recommended by Police Chief; 7) may issue a Mayor’s Award of Valor; 8) may excuse the City Manager from attending City Council meetings; 9) required to sign all warrants drawn on the City Treasurer; 9) required to sign all written contracts and conveyances made or entered into by the City; 10) may order the suspension of normal bidding or purchasing requirements and allow for single and sole sourcing procurement; 11) must sign contracts in order to enforce, unless otherwise provided by City policy; 12) required to sign all City Council-approved proclamations; 13) required to sign all City instruments requiring the City seal; 14) required to sign all resolutions and ordinances; 15) permitted to unilaterally call special meetings of the City Council; 16) must approve all items on City Council meeting agendas; 16) must approve special proceedings for joint meetings; 17) appoints members of committees, subcommittees, boards and commissions, subject to approval by a majority of the City Council; 18) appoints alternate members to commissions and boards subject to approval by majority of the City Council; 19) makes emergency appointments; 20) screens applicants for the Planning Commission and hold interviews; 21) reviews all board, commission or committee applications; 22) fills special vacancies; 23) directs the City Clerk to make local appointments list; and 24) receives all correspondence directed to the City’s chief elected official; and

WHEREAS, in recognition of the Mayor’s additional duties and responsibilities, including the Mayor’s ceremonial role of representing the City on City-side issues (as described above), the Mayor is provided with a “Mayor’s Differential” that includes being allotted twice the amount of discretionary funds provided to each District Councilmember intended for use in official City business, the Mayor is provided six times more than the District-Council members for training and travel, the Mayor is provided with a larger monthly stipend than the District Councilmembers; and

WHEREAS, in order to establish clarity as to the Mayor’s official role, duties and responsibilities, the City Council seeks to memorialize the Mayor’s official role, duties and responsibilities via the adoption of an ordinance that shall be codified in the Moreno Valley Municipal Code.

Attachment: Ordinance - Mayors Duties - REVISED (06.14.2022) SBQ (5894 : SECOND READING AND CONSIDERATION OF ADOPTION OF

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

Section 1. Recitals

That the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Adding Section 2.04.007 (Mayor’s Role, Duties and Responsibilities)

That Chapter 2.04 (Council) of Title 2 (Administration and Personnel) of the Moreno Valley Municipal Code shall be amended to add Section 2.04.007 (Mayor’s Role, Duties and Responsibilities) as follows:

2.04.007 Mayor’s Role, Duties and Responsibilities.

The Mayor’s role, duties and responsibilities shall include the following:

1. Serving as the primary liaison between the city and any other jurisdictions, unless otherwise designated by the mayor at any given time.
2. Serving as the primary liaison between the city and local civic organizations unless otherwise designated by the mayor at any given time.
3. Serving as chairperson on the city’s disaster council.
4. Serving as ambassador of the city for state and national agencies.
5. Welcoming visiting dignitaries to the city.
6. Receiving all correspondence directed to the city’s chief elected official.
7. Serving as the primary spokesperson for the city on all matters affecting the city regardless of the affected district.
8. Presiding over all press conferences on behalf of the city, unless otherwise designated by the mayor at any given time.
9. Making public appearances on behalf of the entire city at special events.
10. Publicizing and promoting policies and other matters approved by the city council.
11. Publicizing and promoting current city programs, services and special events.
12. Representing the city on the above matters and other matters of general concern to the city via the broadcast media.
13. Approving the issuance of city proclamations and signing all proclamations that have received confirmation of support by at least two council members.
14. Approving the issuance of plaques and signing them if necessary and feasible.
15. Approving and signing all letters of commendation.

16. Signing all resolutions and ordinances.
17. Signing contracts unless otherwise provided by city policy.
18. Signing all city instruments requiring the city seal;
19. Signing sign all warrants drawn on the city treasurer;
20. Approving monetary rewards as recommended by the police chief or city manager.
21. Selecting recipients eligible to receive a “key to the city.”
22. Selecting recipients eligible to receive an “award of valor.”
23. Presenting all proclamations, plaques, letters of commendation, keys to the city and awards of valor unless the mayor designates or approves the designation of a council member or other city official to make the subject presentation. Ordering the suspension of normal bidding or purchasing requirements and allow for single and sole sourcing procurement, unless otherwise provided by applicable state law.
24. Coordinating the performance evaluation process regarding the city manager, city attorney and city clerk.
25. Nominating the mayor pro tem subject to a majority vote of the entire membership of the city council.
26. Designating a sufficient number of police officers to attend and keep order at any public meeting, if in the mayor’s opinion, a breach of the peace may occur.
27. Requiring the sergeant-at-arms to carry out all orders given by the mayor for the purpose of maintaining order and decorum as any public meeting.
28. Ordering persons interrupting a public meeting to be seated or keep quiet and call for their arrest if the person does not comply.
29. Requiring witnesses to be sworn at public hearings.
30. Serving as presiding officer at all meetings of the city council and other legislative bodies solely consisting of members of the city council.
31. Calling special meetings of the city council.
32. Approving special proceedings for joint meetings.
33. Approving all items on city council meeting agendas.
34. Approving the order of all agendas for city council meetings and meetings of other legislative bodies solely consisting of members of the city council.
35. Designating the parliamentarian for city council meetings and meetings of other legislative bodies solely consisting of members of the city council.
36. Appointing all members of city commissions, boards and committees subject to approval of a majority vote of the entire membership of the city council.
37. Appointing alternate members to commissions and boards subject to approval by majority of the city council.
38. Making emergency appointments.
39. Screening applicants for the planning commission and holding interviews unless the mayor designates the duty to another member of the city council.
40. Reviewing all board, commission or committee applications.

- 41. Filling special vacancies.
- 42. Directing the city clerk to make a local appointments list.
- 43. Establishing city council subcommittee and appointing all members to city council subcommittees.
- 44. Excusing the city manager, city attorney or city clerk from attending city council meetings.
- 45. Preapproving all city-paid travel for any council member who intends to attend a meeting that has members of the city council as members of the legislative body presiding over the respective meeting, in situations wherein the subject council member does not officially serve on the subject legislative body.
- 46. Approving all censures of any council member who has committed any crimes of moral turpitude or violated any city policies or regulations, subject to a majority vote of the city council.

Section 3. Adding Section 2.04.009 (Public Inquiries)

That the Chapter 2.04 (Council) of Title 2 (Administration and Personnel) shall be amended to add Section 2.04.009 (Public Inquiries) as follows:

2.04.009 Public Inquiries.

All inquiries from members of the public related to a specific council district shall be forwarded, directed or referred either directly or via the city manager, city clerk or city attorney’s office to the attention of the councilmember representing the respective district; otherwise, the inquiry shall be forwarded to the mayor if the inquiry does not pertain to a specific council district.

Section 4. Severability

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

Section 5. Repeal of Conflicting Provisions

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Ordinance, are hereby repealed.

Section 6. Effective Date

That this Ordinance shall take effect thirty (30) days after its second reading.

Section 7. Certification

5
Ordinance No. 2022-988
Date Adopted: _____, 2022

That the City Clerk shall certify to the passage and adoption of this Ordinance, enter the same in the book for original ordinances of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Ordinance is passed and adopted.

APPROVED AND ADOPTED this ____ day of _____ 2022.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Brian Mohan, Acting City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney



Report to City Council

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

FROM: Jeremy Bubnick, Parks & Community Services Director
 Donna Meester, Deputy Director of Parks & Community
 Services

AGENDA DATE: July 5, 2022

TITLE: AGREEMENT FOR RENTAL OF DECORATED HOLIDAY
 TREE AND LIGHTING AT CITY HALL

RECOMMENDED ACTION

Recommendation:

1. Award a professional services agreement to Brightlife Designs, LLC, and authorize the City Manager to execute a contract with Brightlife Designs, LLC, in the amount of \$29,897 per year;
2. Authorize the City Manager, or designee, to execute all necessary documents to implement the Agreement and related subsequent amendments, provided the costs of any such amendments are within the Council approved budget and approved as to form by the City Attorney;
3. Authorize the Parks & Community Services Director to execute any subsequent change orders to Brightlife Design, LLC, agreement, but not exceeding the total contingency, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of an agreement with Brightlife Designs, LLC, to provide holiday decorations and lighting services in front of City Hall.

DISCUSSION

The Parks & Community Services Department provides a holiday tree and decorations at the entry courtyard of City Hall. The tree and decorations get underway with a lighting ceremony hosted by the Mayor and features live music and light refreshments. Followed with a visit from Santa Claus on his journey from the North Pole with photo opportunity for children and families.

The services include rental and installation of a 30-foot artificial pine-type tree, lighting for existing palm trees, perimeter lighting along the roofline and up lighting of the City Hall Building.

On August 27, 2021, the Parks and Community Services Department posted Request for Proposal No. 2021-028 for rental of a holiday tree, lighting, and decorating services. On September 30, 2021, two proposals were received via the electronic bid management system, PlanetBids, as follows:

<u>CONTRACTORS</u>	<u>Main Bid + Alt Bid</u>
1. Brightlife Designs, LLC	\$29,897.00 annually
2. Let it Glow Inc.	\$51,287.50 annually

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. This alternative, as recommended by staff, allows the timely installation of the holiday tree, lighting and decorations in front of City Hall.
2. Do not approve and authorize the recommended actions as presented in this staff report. Staff does not recommend this alternative as it will delay the installation of the holiday tree, lighting and decorations in front of City Hall.

FISCAL IMPACT

There is no impact on the General Fund. Funds are appropriated in Account 5011-50-58-35312-625099, Contractual Services, Zone A.

NOTIFICATION

Posting of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Donna Meester
Parks & Community Services, Deputy Director

Department Head Approval:
Jeremy Bubnick
Parks & Community Services, Director

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 5.5: Promote a healthy community and lifestyle.

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. Agreement for Services - Brightlife Designs LLC - (06.16.22)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 4:47 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 5:14 PM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

HOLIDAY DECORATIONS AND LIGHTING SERVICES

This Agreement is made by and between the **City of Moreno Valley and Moreno Valley Community Services District**, hereinafter referred to collectively as the “City,” and **BRIGHTLIFE DESIGNS, LLC**, a **LIMITED LIABILITY COMPANY**, with its principal place of business at **16351 GOTHARD STREET, SUITE C, HUNTINGTON BEACH, CA 92647**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **Holiday Decorations and Lighting** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **Holiday Decorations and Lighting** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **Holiday Decorations and Lighting Services** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: BrightLife Designs, LLC
 Address: 16351 Gothard Street, Suite C
 City: Huntington Beach State: CA Zip: 92647
 Business Phone: (562) 810-7363 Fax No. _____

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

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

D. The term of this Agreement shall be from date of execution to December 31, 2025, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

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

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

and expenses, incurred in connection with or in any manner arising out of Contractor’s performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City’s general liability insurance, employee benefits, or worker’s compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor’s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

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

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

- ✓ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its

control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

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

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate.

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

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

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

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

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

agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

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

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

Contractor:

BrightLife Designs, LLC
 16351 Gothard Street, Suite C
 Huntington Beach, CA 92647
 Attn: Will Gugerty

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Community Services Superintendent
 Parks & Community Services Department

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

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

- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
 4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
 5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
 6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

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

SIGNATURE PAGE TO FOLLOW

Attachment: Agreement for Services - Brightlife Designs LLC - (06.16.22) [Revision 2] (5860 : AGREEMENT FOR RENTAL OF DECORATED

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

City of Moreno Valley

BrightLife Designs, LLC

BY: _____
Mike Lee
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
<i>Steven B. Quintanilla</i> _____ City Attorney
06/16/2022 _____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

Attachment: Agreement for Services - Brightlife Designs LLC - (06.16.22) [Revision 2] (5860 : AGREEMENT FOR RENTAL OF DECORATED

EXHIBIT A

CONTRACTOR’S SCOPE OF SERVICE



PROPOSED SPECIALIZED PLAN AND DESIGN OF DECORATIONS

BrightLife will ensure all decorations requiring electrical lighting are energy efficient and will use LED lights for all decorating purposes, if applicable. Whenever possible, will use Lighted and Holiday Décor Elements made with recycled material, and new or used decorative items that are refurbished and in good conditions upon testing and installation. We will provide specialized planning and designed elements adaptable to the surroundings of each location; planning will be considered for high volume foot traffic areas and for all external weather conditions.

Schedule of installation will be provided to the Client four (4) weeks prior the installation or removal dates. The installation services will be executed on or as close as possible to desired schedule. Installation and de-installation services to be no longer than 15-17 business days. Service hours for installation and de-installation will take place between 7:00 a.m. and 6:00 p.m., and during night hours when traffic is less, unless otherwise advised by the Client.

BrightLife will be responsible to provide special equipment needed to install and de-install large pieces and/or specialized designs. Expenses for transporting, renting specialized equipment, packing and for any necessary precautions will be at no cost to the Client. Details of required special equipment is indicated prior to installation.

BrightLife Designs will provide storage of lighting decorations if requested, when/if purchased.

Potential problems at the service workspace and/or other locations will immediately be communicated to the Client to inform and agree on a correction plan, should there be any.

Service staff will be dressed in BrightLife attire, as outlined by the company’s handbook. BrightLife staff will address all personnel professionally during all interactions.

BrightLife Designs has a 4-hour response time to all Emergency’s, a 24-hour response time to non-emergency when notified. All decorations will be inspected twice a week during operational time of decorations.

No.	A. Item Description	B. Unit of measure	C. Quantity	D. Unit Price	E. Total
1	C9 LED Large Bulbs	Feet	350	\$ 6.00	\$ 2,100.00
2	Uplights in front of City Hall Building	Each	15-20	\$ 150	\$ 2,250.00
3	Palm Tree Base Lighting	Feet		\$ 350.00	\$ 1,400.00
4	Palm Tree Leaves Lighting	Feet		\$ 50.00	\$ 200.00
5	18" Red Bows w/ Gold Trim (3D bow, not flat)	Each	4	\$ 150.00	\$ 600.00
6	4' pre-lit tree topper	Each	1	\$ 450.00	\$ 450.00
7	30' artificial tree	Each	1		\$22,897.00
8					
9					
10				Annual	\$29,897.00

Attachment: Agreement for Services - Brightlife Designs LLC - (06.16.22) [Revision 2] (5860 : AGREEMENT FOR RENTAL OF DECORATED

EXHIBIT B

CSD RESPONSIBILITY

Our goal is to collaborate with BrightLife Designs. The basic elements of this collaboration include regular and consistent communication. We agree that timely meetings shall occur as a means by which to ensure that the work is proceeding according to plan. The City shall provide a primary point of contact for the coordination of meetings with City staff

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed a maximum compensation amount not to exceed \$29,897.00 per year.

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

3. The Contractor will electronically submit invoice(s) to the City on a monthly basis for progress payments, or lump sum payment following completion of work, along with documentation evidencing services completed. Progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Parks and Community Services Department at claudiat@moval.org or calls directed to (951) 413-3289.

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

4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date

- C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: July 5, 2022

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 989, AMENDING VARIOUS SECTIONS OF TITLE 1 GENERAL PROVISIONS, INCLUDING CHAPTER 1.10 CIVIL CITATIONS AND ORDINANCE NO. 990 TITLE 9 PLANNING AND ZONING, INCLUDING CHAPTER 9.02 PERMITS AND APPROVALS, CHAPTER 9.09 SPECIFIC USE DEVELOPMENT STANDARDS, CHAPTER 9.13 SPECIFIC PLANS, CHAPTER 9.14 LAND DIVISIONS, AND CHAPTER 9.16 DESIGN GUIDELINES

RECOMMENDED ACTION

Recommendation:

Staff recommends that the City Council conduct the second reading by title only and adopt Ordinance Nos. 989 and 990.

SUMMARY

This report recommends adoption of Ordinance Nos. 989 and 990, introduced at the City Council meeting of Jun 21, 2022, approving amendments to Title 1 (General Provisions) and Title 9 (Planning and Zoning).

DISCUSSION

This item is the second reading of the Ordinance amending various sections of Municipal Code Title 1 (General Provisions) and Title 9 (Planning and Zoning) of the Moreno Valley Municipal Code that address the following matters:

1. Streamlining Code requirements - These updates include revisions to provide flexibility and clarity regarding existing requirements and to streamline certain processes.
2. Adds civil penalty for unpermitted commercial cannabis activity.
3. Updates to comply with new State Law and Housing and Community Development (HCD) requirements.
4. Other minor clarifications and clean-up items.

ALTERNATIVES

1. Conduct the second reading by title only and adopt Ordinance Nos. 989 and 990.
Staff recommends this alternative.
2. Provide revisions to the draft Ordinances and have staff return with the revised drafts for another adoption process.
3. Provide alternate direction to staff.

FISCAL IMPACT

There are no fiscal impacts anticipated from the approval and adoption of this Ordinance. However, it is anticipated that the proposed modifications will streamline business and development regulations, which would be expected to have a positive impact on business and development and thus positive fiscal impact to the City.

NOTIFICATION

The agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Name Sean P. Kelleher
Title Planning Division Manager

Department Head Approval:
Name Manuel A. Mancha
Title Community Development Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. Ordinance 989 - Title 1 (General Provisions)
- 2. Ordinance 990 - Title 9 (Planning and Zoning)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 7:54 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:15 AM

ORDINANCE NO. 989

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING SECTION 1.10.085 (CIVIL FINES – ILLEGAL CANNABIS OPERATIONS) TO CHAPTER 1.10 (CIVIL CITATIONS) OF TITLE 1 (GENERAL PROVISIONS) OF THE MORENO VALLEY MUNICIPAL CODE

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

WHEREAS, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, morals, and/or safety; and

WHEREAS, the City has experienced significant difficulties in enforcing its Municipal Code against illegal commercial cannabis operations within the City, diverting staff and resources from other important public services; and

WHEREAS, commercial cannabis operations generate significant revenue for their owners, all of which is in cash form, and can be easily removed and hidden from enforcement officers before the officers are able to conduct inspections or other enforcement operations; and

WHEREAS, based on investigations and experience of the City’s Community Enhancement Officers, illegal commercial cannabis operations commence business activities very quickly, with little investment or notice, generate significant cash revenue, and then disappear as soon as the City begins inspections or citations, making true enforcement very difficult; and

WHEREAS, based on the recent experience of the City’s Community Enhancement Officers, illegal commercial cannabis operators do not respond to the smaller fine amounts historically imposed for violations, as they represent a small fraction of the potential profits of operating a cannabis dispensary; and

WHEREAS, illegal commercial cannabis businesses present many significant dangers to public safety, including attracting ancillary and potentially violent criminal activities such as robberies and assaults, additional illegal drug uses, unregulated and potentially contaminated cannabis products, sales to minors, violations of building and safety codes, and other harmful nuisances to the neighborhoods in which they operate; and

WHEREAS, based on the experience of the City’s Community Enhancement Department, increased fines in the amount set forth below are necessary to properly deter this illegal conduct, and smaller fines are likely to be considered merely a cost to doing the illegal business the City wishes to prohibit for the general health and safety of the residents of the City; and

Ordinance No. 989
Date Adopted: July 5, 2022

Attachment: Ordinance 989 - Title 1 (General Provisions) [Revision 1] (5881 : Spring Omnibus Second Reading)

WHEREAS, this Ordinance will add a new civil fine of \$30,000 for illegal cannabis businesses operating within the City without a City-issued commercial cannabis regulatory permit; and

WHEREAS, staff has further determined that this Ordinance will not adversely affect the public health, safety or general welfare; and

WHEREAS, staff has also determined that this Ordinance is consistent with the purposes and intent of Title 1 of the City of Moreno Valley Municipal Code; and

WHEREAS, staff has determined that this Ordinance does not constitute a “project” pursuant to Section 15378 of the California Environmental Quality Act, in that a “project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, but does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment such as the adoption of the proposed amendments to Title 1, described herein.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. RECITALS

That the above recitals are true and correct and are incorporated herein as though set forth at length herein.

Section 2. AUTHORITY

That this Ordinance is adopted pursuant to the authority granted by Article 11, Section 7 of the Constitution of the State of California and California Government Code Section 37100 and it is not intended to be duplicative of state law, or be preempted by state legislation.

Section 3. AMENDMENT TO CHAPTER 1.10 (CIVIL CITATIONS)

That Chapter 1.10 (Civil Citations) of Title 1 (General Provisions) is hereby amended to add Section 1.10.085 (Civil Fines – Illegal Cannabis Operations), as set forth below:

1.10.085 Civil Fines – Illegal Cannabis Operations.

It is unlawful to engage in commercial cannabis activity, as defined by the California Department of Cannabis Control (DCC), in the City of Moreno Valley without a valid commercial cannabis regulatory permit issued by the City of Moreno Valley. This prohibition does not apply to delivery services provided by any cannabis business located outside the City of Moreno Valley, with a valid license or permit issued by DCC that allows for delivery services. Violation of this Section shall subject to a maximum civil penalty of thirty thousand dollars (\$30,000.00) per day, outside of any asset forfeiture.

Section 4. CEQA COMPLIANCE

That this Ordinance does not constitute a “project” pursuant to Section 15378 of the California Environmental Quality Act, in that a “project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, but does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment such as the adoption of the proposed amendments to Title 1, described herein.

Section 5. SEVERABILITY

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

Section 6. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this Ordinance are hereby repealed.

Section 7. EFFECTIVE DATE

That this Ordinance shall take effect thirty (30) days after its second reading.

Section 8. CERTIFICATION

That the City Clerk shall certify to the passage and adoption of this Ordinance, enter the same in the book for original ordinances of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Ordinance is passed and adopted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INTRODUCED at a regular meeting of the City Council on June 21, 2022, and PASSED, APPROVED, and ADOPTED by the City Council on July 5, 2022, by the following vote:

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Brian Mohan, Acting City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance 989 - Title 1 (General Provisions) [Revision 1] (5881 : Spring Omnibus Second Reading)

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 2022-989 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK _____

(SEAL)

Attachment: Ordinance 989 - Title 1 (General Provisions) [Revision 1] (5881 : Spring Omnibus Second Reading)

ORDINANCE NO. 990

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING VARIOUS SECTIONS WITHIN TITLE 9 (PLANNING AND ZONING), INCLUDING CHAPTER 9.02 (PERMITS AND APPROVALS), CHAPTER 9.09 (SPECIFIC USE DEVELOPMENT STANDARDS), CHAPTER 9.13 (SPECIFIC PLANS), CHAPTER 9.14 (LAND DIVISIONS), AND CHAPTER 9.16 (DESIGN GUIDELINES) OF THE MORENO VALLEY MUNICIPAL CODE

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

WHEREAS, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, morals and/or safety; and

WHEREAS, Section 9.02.050 (Amendments to zoning districts or other provisions of Title 9) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) of the Municipal Code provides that either the staff or the Planning Commission may initiate amendments to the provisions of Title 9; and

WHEREAS, staff has recommended to the Planning Commission that it recommend that the City Council adopt several amendments to Title 9, which include revising certain provisions of Chapter 9.02 (Permits and Approvals), Chapter 9.09 (Specific Use Development Standards), Chapter 9.13 (Specific Plans), Chapter 9.14 (Land Divisions), and Chapter 9.16 (Design Guidelines) (collectively referred to herein as “PEN22-0087”); and

WHEREAS, PEN22-0087 will clarify various development standards to provide some flexibility regarding existing requirements, make it less costly for the public with respect to processing certain entitlements and streamline certain entitlement procedures for efficiency purposes, all of which will promote economic development within the City; and

WHEREAS, staff has determined that PEN22-0087 is consistent with the MOVAL 2040 General Plan and its goals, objectives, policies, and programs, and with any applicable specific plan; and

WHEREAS, staff has further determined that PEN22-0087 will not adversely affect the public health, safety or general welfare; and

WHEREAS, staff has also determined that PEN22-0087 is consistent with the purposes and intent of Title 9; and

WHEREAS, staff has determined that PEN22-0087 does not constitute a “project” pursuant to Section 15378 of the California Environmental Quality Act, in that a “project”

means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, but does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment such as the adoption of the proposed amendments to Title 9, described herein.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. RECITALS

That the above recitals are true and correct and are incorporated herein as though set forth at length herein.

Section 2. AUTHORITY

That this Ordinance is adopted pursuant to the authority granted by Article XI, Section 7 of the Constitution of the State of California and California Government Code Section 37100, and it is not intended to be duplicative of state law, or be preempted by state legislation.

Section 3. AMENDMENT TO TABLE 9.02.020-1 (PERMITTED USES)

Table 9.02.020-1 (Permitted Uses) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit A.

Section 4. AMENDMENT TO TABLE 9.02.020-2 (PERMITTED USES MIXED USE ZONES)

Table 9.02.020-2 (Permitted Uses Mixed Use Zones) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit B.

Section 5. AMENDMENT TO SECTION 9.02.140 (LARGE FAMILY DAY CARE)

Section 9.02.140 (Large Family Day Care) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit C.

Section 6. AMENDMENT TO SECTION 9.02.320 (REASONABLE ACCOMMODATION PROCEDURES)

Section 9.02.320 (Reasonable accommodation procedures) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit D.

Section 7. AMENDMENT TO CHAPTER 9.09 (SPECIFIC USE DEVELOPMENT STANDARDS)

Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended to include Section 9.09.300 (SB9 Two-Unit Residential Developments), as set forth in Exhibit E.

Section 8. AMENDMENT TO SECTION 9.09.310 (SUPPORTIVE AND TRANSITIONAL HOUSING)

Section 9.09.310 (Supportive and Transitional Housing) of Chapter 9.09 (Specific Use Development Standards) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit F.

Section 9. REPEAL OF SECTION 9.13.040 (MAP DESIGNATION)

Section 9.13.040 (Map designation) of Chapter 9.13 (Specific Plans) of Title 9 (Planning and Zoning) is hereby repealed in its entirety.

Section 10. AMENDMENT TO SECTION 9.13.080 (ADOPTION/AMENDMENT PROCEDURE)

Section 9.13.080 (Adoption/amendment procedure) of Chapter 9.13 (Specific Plans) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit G.

Section 11. AMENDMENT TO SECTION 9.14.240 (PARCEL MAPS FOR URBAN LOT SPLITS)

Section 9.14.240 (Parcel Maps for Urban Lot Splits) of Chapter 9.14 (Land Divisions) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit H.

Section 12. AMENDMENT TO SECTION 9.16.150 (COMMERCIAL (RETAIL, OFFICE, MIXED USE))

Section 9.16.150 (Commercial (retail, office, mixed use).) of Chapter 9.16 (Design Guidelines) of Title 9 (Planning and Zoning) is hereby amended as set forth in Exhibit I.

Section 13. CEQA COMPLIANCE

That PEN22-0087 does not constitute a “project” pursuant to Section 15378 of the California Environmental Quality Act, in that a “project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, but does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment such as the adoption of the proposed amendments to Title 9, described herein.

Section 14. FINDINGS

The ordinance is consistent with the City’s 2040 General Plan.

Section 15. SEVERABILITY

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

Section 16. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this Ordinance are hereby repealed.

Section 17. EFFECTIVE DATE

That this Ordinance shall take effect thirty (30) days after its second reading.

Section 18. CERTIFICATION

That the City Clerk shall certify to the passage and adoption of this Ordinance, enter the same in the book for original ordinances of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Ordinance is passed and adopted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: Ordinance 990 - Title 9 (Planning and Zoning) [Revision 1] (5881 : Spring Omnibus Second Reading)

INTRODUCED at a regular meeting of the City Council on June 21, 2022, and PASSED, APPROVED, and ADOPTED by the City Council on July 5, 2022, by the following vote:

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Brian Mohan, Acting City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance 990 - Title 9 (Planning and Zoning) [Revision 1] (5881 : Spring Omnibus Second Reading)

ORDINANCE JURAT

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

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 2022-990 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK _____

(SEAL)

Attachment: Ordinance 990 - Title 9 (Planning and Zoning) [Revision 1] (5881 : Spring Omnibus Second Reading)

EXHIBIT A

Permitted Uses Table 9.02.020-1																										
X - Indicates stated use is permitted subject to district requirements. C - Indicates stated use is allowed with a conditional use permit. ♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses. A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met. S - Indicates a use is permitted, providing the requirements of 9.09.280 (Smoke Shops) of this title are met. A conditional use permit is required if dictated by the distance criteria. M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.																										
	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones					
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUJ (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Adult Businesses																	A		A	A	P	A	A	A	A	
Agricultural Uses—Crops Only ¹⁸	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																						X				
Aircraft Landing Facilities																	C		C	C	C	C				
Ambulance Service																	♦				♦	X	X	X	X	
Amusement Parks, Fairgrounds ¹⁸																	♦					X				
Animal Raising (see Section 9.09.090 of this title) ¹⁸	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Appliance and Electronic Repair Shops													X	X	X	X	X					X	X		X	
Arcades, Video Machines																♦	X	♦								
Athletic Clubs, Gymnasiums and Spas ¹⁸													X	X	X	X	X		X			X	X	X	X	
Auction Houses ¹⁸																	X								X	
Auditoriums ¹⁸													♦	♦	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	♦
Auto Electronic Accessories and Installation																	X					X	X		X	
Automobile Fleet Storage																						X	X			
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle and Boat Sales and Incidental Minor Repairs and Accessory Installations																	♦					X	X			
Auto Service Stations																										
Accessory uses include convenience store and car wash																	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦

Attachment: Ordinance 990 - Title 9 (Planning and Zoning) [Revision 1] (5881 : Spring Omnibus Second

EXHIBIT A

Permitted Uses Table 9.02.020-1																											
X - Indicates stated use is permitted subject to district requirements. C - Indicates stated use is allowed with a conditional use permit. ♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses. A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met. S - Indicates a use is permitted, providing the requirements of 9.09.280 (Smoke Shops) of this title are met. A conditional use permit is required if dictated by the distance criteria. M - Indicates a use is allowed with a conditional use permit, providing the requirements of 9.09.290 (Commercial Cannabis Activities) of this title are met.																											
	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUJ (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)																											
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)																♦	X						X	X		X	
Automotive Paint and Body Repair—Major Engine Overhaul																	♦						X				
Auto Rentals																	X							X	X	X	
Auto Supply Stores													X	X	X	X	X						X	X		X	
Bakery Shops													X	X	X	X	X	X								X	
Bakery—Commercial ¹⁸																						X					
Banks—Financial Institutions ¹⁸													X	X	X	X	X	X	X	X					X	X	
Barber and Beauty Colleges ¹⁸													X	X	X	X	X		X	X				X	X		
Bars (Drinking Establishments) ¹⁸																											
Bars													C	C	C	C	C	C									
Bars, with Limited Live Entertainment													C	C	C	C	C	C									
Boat Sales New and Used Including Repairs and Accessory Installation																	♦						X				
Boarding and Rooming Houses ¹⁸									X	X	X	X	X	X													
Bowling Alley													♦	♦	♦	X	X										
Building Material Sales ¹⁸																	♦										
With outdoor storage ¹⁸																	♦						X	X			
Building Material Storage Yards ¹⁸																							X				

Attachment: Ordinance 990 - Title 9 (Planning and Zoning) [Revision 1] (5881 : Spring Omnibus Second

EXHIBIT A

Permitted Uses Table 9.02.020-1

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

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones					
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUJ (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Bus, Rail and Taxi Stations ¹⁸															◆		◆										
Business Equipment Sales (includes repairs)													X	X	X	X	X	X	X							X	
Business Schools ¹⁸													X	X	X	X	X	X	X	X				X	X	X	
Business Supply Stores													X	X	X	X	X		X				X	X		X	
Cabinet Shop																							X	X	X	X	
Caretakers Residence ¹																◆	◆	C	◆	◆	◆		◆	◆	◆	◆	
Car Wash																X	X						X				
Accessory to auto related use																◆	◆						X				
Catering Service													X	X	X	X	X	X							X	X	
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)	C	C	C	C	C	C	C	C	C	C	C	C															
Churches ^{2, 18}	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	C	◆	◆	◆		◆	◆	◆	◆	
Clubs ¹⁸													◆	◆	◆	◆	◆	◆	◆	◆	◆					C	
Commercial Cannabis Activities ^{17, 18}																											
Cultivation																								M	M	M	
Dispensary																M	M									M	
Manufacturing																								M	M	M	
Testing																								M	M	M	
Microbusiness																	M									M	
Distribution Center																M	M							M	M	M	
Commercial Radio or Television Stations																											

Attachment: Ordinance 990 - Title 9 (Planning and Zoning) [Revision 1] (5881 : Spring Omnibus Second

EXHIBIT A

Permitted Uses Table 9.02.020-1																											
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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUJ (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
With on-site antenna																	◆						◆	◆	◆	◆	
Without on-site antenna																	X						X	X	X	X	
Communications Facilities (See Section 9.09.040 of this title)																											
Computer Sales and Repairs													X	X	X	X	X		X				X	X	X	X	
Contractors Storage Yard																							X				
Convalescent Homes/Assisted Living ¹⁸								C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆					
Convenience Stores																											
With drive-through																	X	X									
Without drive-through													X	X	X	X	X										
With alcohol sales													◆	◆	◆	◆	◆										
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services ¹⁸															C		◆		◆		◆			◆	◆		
Copy Shops													X	X	X	X	X	X	X	X			X	X	X	X	
Country Club ¹⁸	C	C	C	C	C	C	C	C	C	C	C	C															
Dancing, Art, Music and Similar Schools ¹⁸													X	X	X	X	X	X	X	X				X	X	X	
Day Care Centers ^{18,19}	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	C
Delicatessens ¹⁸													X	X	X	X	X	X	X					X	X	X	
Diaper Supply Service																							X				
Laundry with fleet storage ¹⁸																							X				
Disposal company																							X				
Drapery Shops													X	X	X	X	X	X									

Attachment: Ordinance 990 - Title 9 (Planning and Zoning) [Revision 1] (5881 : Spring Omnibus Second

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUJ (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Dressmaking Shops													X	X	X	X	X	X									
Driving School ¹⁸													X	X	X	X	X		X	X				X	X	X	
Drug Stores													X	X	X	X	X	X									
Dry Cleaning or Laundry ¹⁸																											
a. Dry Cleaning													X	X	X	X	X	X	X							X	
b. Laundromat													X	X	X	X	X	X	X								
c. Laundry Commercial																						X	X				
Emergency Shelters ¹⁴																	C		C	C	X	C				C	
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack) ¹⁸	C	C	C	C													♦										C
Exterminators																	C					X	X	X	X		
Farm Worker Housing ¹⁸									X	X	X	X															
Feed and Grain Stores																X	X	X									
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)													X	X	X	X	X					X					
Fraternity/Sorority ¹⁸									C	C	C	C	C														
Frozen Food Locker																						X	X				
Gasoline Dispensing - Non-retail accessory to an auto-related use ¹⁸																	X					X	X	X	X		
Glass Shops and Glass Studios—Stained, etc.																X	X					X	X		X		

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUJ (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses ¹⁸	C	C	C	C	C	C	C	C	C	C	C	C															◆
Handicapped Housing ¹⁸								X	X	X	X	X	X	X	X												
Heavy Equipment Sales and Rentals																	X							X	X		
Hospitals ¹⁸															◆		◆		◆	◆					C	C	C
Hotels ¹⁸																											
a. With 20% or less of the units containing kitchens													X	X	X		X		C				X	X	X		
b. With over 20% of the units containing kitchens													C	C	C		C		C				C	C	C		
Ice Cream Stores—Including Yogurt Sales													X	X	X	X	X	X	X							X	
Impound Yards																							X				
Jewelry Stores													X	X	X	X	X	X									
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		◆	◆	◆	◆	C				
Laboratories (medical and dental) ¹⁸													X	X	X	X	X		X	X		X	X	X	X		
Libraries ¹⁸	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
Liquor Stores													◆	◆		◆	◆										
Live/Work Unit ^{12, 18}													X	X	X												
Locksmith Shops													X	X	X	X	X	X					X	X	X	X	
Lodge Halls and Similar Facilities ¹⁸													◆	◆	◆	◆	◆		◆					◆	◆		
Lumberyards																	X						X				
Mail Order House																	X						X	X	X	X	
Manufacturing and Assembly ¹⁸																											

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUJ (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																						X	X	X	X	
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																						X	X			
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																						X	X			
d. Retail sales of goods produced or warehoused on-site ³																						X	X	X	X	
Medical Clinics/Medical Care ¹⁸																										
Inpatient care													X	X	X	X	X		X	X		X	X	X	X	
Urgent care													X	X	X	X	X		X	X						
Medical device services and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices															X	X		X								
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment															X	X		X								
Mobile Home Parks ¹⁸	C	C	C	C	C	C	C	C	C	C	C	C														
Mobile Home Sales or Rentals (outdoor display)																	C									
Mortuaries																										

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
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With cremation services																										
No cremation services			C	C	C	C	C	C	C	C	C				♦	♦	♦									
Museums ¹⁸	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X	X	X					X	X	X	X	
Nightclubs ¹⁸														C	C		C									
Nursery, (Plant), Wholesale and Distribution	X	X	X	X																		X	X			X
Offices (administrative and professional) ¹⁸													X	X	X	X	X	X	X	X			X	X	X	
Open Air Theaters ¹⁸															C						C					C
Orphanages ¹⁸	C	C	C	C	C	C	C	C	C	C	C															
Painting Contractor																						X	X			
Parcel Delivery Terminals ¹⁸																						X	X	X	X	
Parking Lot															C	C	X	X	C					X		
Parks and Recreation Facilities (public) ¹⁸	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, spa facilities ¹⁵ , barber and beauty shops, and tattoo parlors) ¹⁸													X	X	X	X	X	X	X						X	
Pharmacy ⁴													X	X	X	X	X	X	X						X	
Photo Studios													X	X	X	X	X	X	X						X	
Plumbing Shops																	X								X	
Plumbing Supply Stores for Contractors																							X	X	X	
Pool Hall ¹⁸														♦		♦	♦									
Postal Services													X	X	X	X	X	X	X				X	X	X	
Pottery Sales with Outdoor Sales													X	X	X	X	X	X				X			X	

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	Residential Zones													Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUJ (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Public Administration, Buildings and Civic Centers ¹⁸													X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices ¹⁸	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆	X	X	◆	◆	C	
Racetracks ¹⁸																	C				C						
Record Store													X	X	X	X	X	X									
Recording Studio													X	X	X	X	X	X	X	X		X	X	X	X		
Recreational Facilities (Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses ¹⁸	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆									
Recycling, Large Collection Facility ⁵																	◆					X	X				
Recycling, Small Collection Facility													X	X	X	X	X	X									
Recycling Processing Centers													X	X	X	X	X	X	X	X		X	X	X	X		
Refreshment Stands													X	X	X	X	X	X	X	X	X	X	X	X	X		
Rental Service																											
Within an enclosed structure (furniture, office, party supplies)													X	X	X	X	X	X				X	X	X	X		
With outdoor storage and display (vehicles, equipment, etc.)																◆	◆					X	X				
Research and Development ¹⁸													X	X	X				X	X		X	X	X	X		
Residential ¹⁸																											
Single-Family	X	X	X	X	X	X	X	X	X																		
Multiple-Family									X	X	X	X	X	X	X												
Manufactured home park (see mobile home parks)																											

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
	CHR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN ^(9,11)	MUC ^(9,11)	MUJ ^(8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Residential Care Facility (for seven or more persons) ¹⁸	C	C	C	C	C	C	C	C	C	C	C	C	C	C	X												
Restaurants (Eating and Drinking Establishments) ¹⁸																											
Without entertainment													X	X	X	X	X	X	X								X
With Limited Live entertainment													X	X	X	X	X	X	X								
With alcoholic beverage sales													X	X	X	X	X	X	X								X
With outdoor seating ¹³													X	X	X	X	X	X	X								X
Restaurants (fast-food) ¹⁸																											
With drive-through																♦	♦										♦
Without drive-through													X	X	X	X	X										X
Retails Sales													X	X	X	X	X	X									
Support Retail Sales													X	X	X				X								X
Sandwich Shops ⁶													X	X	X	X	X	X	X	X ⁶							
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦		♦	♦						♦	♦
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X							
Shoe Shine Stands													X	X	X	X	X		X	X				X	X		
Shoe Repair Shop													X	X	X	X	X	X									
Sign Shop													X	X	X	X	X	X				X	X	X	X		
Single room occupancy (SRO) facility ¹⁸											C		C	C	C		X										
Skating Rinks ¹⁸														X			X										
Smoke Shops ¹⁶																S	S	S	S								
Stationery Stores													X	X	X	X	X	X	X					X	X		
Statue Shop -Outdoor display																	♦					X	X				

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Storage Lots and Mini-Warehouses																											
Indoor																	C						X				
Outdoor																	C						X				
Supportive and Transitional Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X							
Swim Schools/Center with Incidental Commercial Uses ¹⁸	C	C	C	C	C	C	C	C	C	C	C					X											
Taxidermist																X						X	X				
Theaters (excludes open air) ¹⁸													X	X	X	X	X	X									
Tire Recapping																						X					
Trade and Vocational Schools ¹⁸													X	X	X		X		X	X			X	X	X		
Transfer, Moving and Storage Facilities																						X	X				
Truck Wash																						X	X				
Upholstery Shops																	X					X	X		X		
Vehicle Storage Yards																											
Indoor																	X					X	X				
Outdoor																	C					X	X				
Vending Machine Service and Repair																						X	X	X	X		
Veterinarian (including animal hospital) ¹⁸																											
All activities within an enclosed structure													X	X	X	X	X							X	X		
With outdoor activities																	♦							♦	♦		
Weight Reduction Center													X	X	X	X	X	X	X								
Wholesale, Storage, and Distribution ¹⁸																											

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

- Notes:
- (1) Do not consider residential use per distance requirement.
 - (2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
 - (3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
 - (4) Permitted in the OC and VOR districts only as a support medical office facility.
 - (5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
 - (6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
 - (7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
 - (8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
 - (9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
 - (10) See Section 9.07.40 (Medical Use Overlay District)

EXHIBIT A

- (11) See Section 9.09.260 (Mixed Use Development)
- (12) See Section 9.09.250 (Live-Work Development)
- (13) See Section 9.09.270 (Outdoor Dining)
- (14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)
- (15) For Spa Facilities refer to Title 11, Chapter 11.96 of the Municipal Code.
- (16) See Section 9.09.280.C (Smoke Shops) for distance requirements that require a Conditional Use Permit.
- (17) See Section 9.09.290 (Commercial Cannabis Activities) for all Commercial Cannabis Activities regulations.
- (18) See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.
- (19) For Day Care uses in the Moreno Valley Industrial Area Plan (SP 208), See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.

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

EXHIBIT B

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9.11)	MUI (8,10,11)
Adult Businesses							
Agricultural Uses—Crops Only ¹⁸		X	X	X	X	X	X
Agricultural (involving structures)							
Aircraft Landing Facilities							
Ambulance Service	♦		♦	♦			
Amusement Parks, Fairgrounds ¹⁸							
Animal Raising (see Section 9.09.090 of this title) ¹⁸					X	X	X
Appliance and Electronic Repair Shops			X		X	X	X
Arcades, Video Machines			X				
Athletic Clubs, Gymnasiums and Spas ¹⁸		X	X	X	X	X	X
Auction Houses ¹⁸			X				
Auditoriums ¹⁸		X	♦	X	♦	♦	♦
Auto Electronic Accessories and Installation	X		X				
Automobile Fleet Storage	X						
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle, Aircraft and Boat Sales, Leasing, and Incidental Minor Repairs and Accessory Installations	♦	X	♦				
Auto Service Stations a) Accessory uses include convenience store and car wash b) Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)	X	♦	♦	♦			
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)	♦		♦				
Automotive Paint and Body Repair—Major Engine Overhaul	♦		♦				

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9.11)	MUI (8,10,11)
Auto Rentals	X		X				
Auto Supply Stores			X	X	X	X	X
Bakery Shops		X	X	X	X	X	X
Bakery—Commercial ¹⁸							
Banks—Financial Institutions ¹⁸		X	X	X	X	X	X
Barber and Beauty Colleges ¹⁸		X	X	X	X	X	X
Bars (Drinking Establishments) ¹⁸							
Bars			C	C	C	C	C
Bars, with Limited Live Entertainment			C	C	C	C	C
Boarding and Rooming Houses ¹⁸					X	X	
Bowling Alley ¹⁸			X	X	◆	◆	◆
Building Material Sales (with or without outdoor sales) ¹⁸	◆		◆				
Building Material Storage Yards ¹⁸	X						
Bus, Rail and Taxi Stations ¹⁸			◆	◆			◆
Business Equipment Sales (includes repairs)	X	X	X	X	X	X	X
Business Schools ¹⁸		X	X	X	X	X	X
Business Supply Stores	X	X	X	X	X	X	X
Cabinet Shop	X						
Caretakers Residence ¹	C		X				
Car Wash	X		X				
Accessory to auto related use							
Catering Service			X	X	X	X	X

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)							
Churches ^{2, 18}		◆	◆	◆	◆	◆	◆
Clubs ¹⁸			◆	◆	◆	◆	◆
Commercial Cannabis Activities ^{17, 18}							
Cultivation							
Dispensary	M		M				
Manufacturing							
Testing							
Microbusiness			M				
Distribution							
Commercial Radio or Television Stations							
With on-site antenna			◆	C			
Without on-site antenna	X		X	X			
Communications Facilities (See Section 9.09.040 of this title)							
Computer Sales and Repairs	X	X	X	X	X	X	X
Contractors Storage Yard							
Convalescent Homes/Assisted Living ¹⁸			◆	◆	◆	◆	◆
Convenience Stores							
With drive-through	X		X				
Without drive-through	X	X	X	X	X	X	X
With alcohol sales	◆	◆	◆	◆	◆	◆	◆

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9.11)	MUI (8,10,11)
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services ¹⁸				C			C
Copy Shops	X	X	X	X	X	X	X
Country Club ¹⁸				C			
Dancing, Art, Music and Similar Schools ¹⁸		X	X	X	X	X	X
Day Care Centers ^{18, 19}		♦	♦	♦	♦	♦	♦
Delicatessens ¹⁸		X	X	X	X	X	X
Diaper Supply Service	X						
Laundry with fleet storage ¹⁸							
Disposal company							
Drapery Shops	X	X	X	X	X	X	X
Dressmaking Shops	X	X	X	X	X	X	X
Driving School ¹⁸	X	X	X	X	X	X	X
Drug Stores	X	X	X	X	X	X	X
Dry Cleaning or Laundry ¹⁸							
a. Dry Cleaning	X		X	X	X	X	X
b. Laundromat	X		X	X	X	X	X
c. Laundry Commercial	X						
Emergency Shelters ¹⁴							
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack) ¹⁸		X					
Exterminators	X		C				
Farm Worker Housing ¹⁸							

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9.11)	MUI (8,10,11)
Feed and Grain Stores	X		X				
Fire and Police Stations	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)	X	X	X	X	X	X	X
Fraternity/Sorority ¹⁸							
Frozen Food Locker							
Gasoline Dispensing - Non-retail accessory to an auto-related use ¹⁸	X		X	X			
Glass Shops and Glass Studios—Stained, etc	X		X	X			
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses ¹⁸				C			
Handicapped Housing ¹⁸			X	X	X	X	X
Heavy Equipment Sales and Rentals	X						
Hospitals ¹⁸			◆	◆			◆
Hotels ¹⁸							
a. With 20% or less of the units containing kitchens		X	X	X	X	X	X
b. With over 20% of the units containing kitchens		C	C	C	C	C	C
Ice Cream Stores— Including Yogurt Sales	X	X	X	X	X	X	X
Impound Yards	C						
Jewelry Stores	X	X	X	X	X	X	X
Kennel and Catteries	C		C		C	C	C
Laboratories (medical and dental) ¹⁸	X		X	X	X	X	X
Libraries ¹⁸	X	X	X	X	X	X	X
Liquor Stores			◆	◆	◆	◆	
Live/Work Unit ^{12, 18}			X	X	X	X	X

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Locksmith Shops	X		X	X	X	X	X
Lodge Halls and Similar Facilities ¹⁸			◆	◆	◆	◆	◆
Lumberyards							
Mail Order House							
Manufacturing and Assembly ¹⁸							
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced	X						
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced	X						
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage							
d. Retail sales of goods produced or warehoused on-site ³	X						
Medical Clinics/Medical Care ¹⁸							
Inpatient care		X	X	X	X	X	X
Urgent care		X	X	X	X	X	X
Medical device services and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices	X	X	X	X			X
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment	X	X	X	X			X
Mobile Home Parks ¹⁸							
Mobile Home Sales or Rentals (outdoor display)							
Mortuaries ¹⁸							
With cremation services							

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
No cremation services			◆				◆
Museums ¹⁸		X	X	X	X	X	X
Newspaper and Printing Shops	X	X	X	X	X	X	X
Nightclubs ¹⁸			C	C		C	C
Nursery, (Plant), Wholesale and Distribution		X	X				
Offices (administrative and professional) ¹⁸	X	X	X	X	X	X	X
Open Air Theaters ¹⁸				X			C
Orphanages ¹⁸							
Painting Contractor	X						
Parcel Delivery Terminals ¹⁸							
Parking Lot	X		X	X			C
Parks and Recreation Facilities (public) ¹⁸		X	X	X	X	X	X
Personal Services (e.g., nail salons, spa facilities ¹⁵ , barber and beauty shops, and tattoo parlors) ¹⁸	X	X	X	X	X	X	X
Pharmacy ⁴	X	X	X	X	X	X	X
Photo Studios	X	X	X	X	X	X	X
Plumbing Shops	X		X				
Plumbing Supply Stores for Contractors	X						
Pool Hall ¹⁸				◆		◆	
Postal Services	X		X	X	X	X	X
Pottery Sales with Outdoor Sales	X	X	X	X	X	X	X
Public Administration, Buildings and Civic Centers ¹⁸			X	X	X	X	X

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9,11)	MUI (8,10,11)
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices ¹⁸					♦	♦	♦
Racetracks ¹⁸							
Record Store			X	X	X	X	X
Recording Studio	X	X	X	X	X	X	X
Recreational Facilities (Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses ¹⁸	♦	♦	♦	♦	♦	♦	♦
Recycling, Large Collection Facility ⁵							
Recycling, Small Collection Facility	X		X	X	X	X	X
Recycling Processing Centers							
Refreshment Stands					X	X	X
Rental Service							
Within an enclosed structure (furniture, office, party supplies)	X		X		X	X	X
With outdoor storage and display (vehicles, equipment, etc.)	♦						
Research and Development ¹⁸	X	X	X	X	X	X	X
Residential ¹⁸							
Single-Family				X			
Multiple-Family			X	X	X	X	X
Manufactured home park (see mobile home parks)							
Residential Care Facility (for seven or more persons) ¹⁸			C	C	C	C	X
Restaurants (Eating and Drinking Establishments) ¹⁸							
Without entertainment		X	X	X	X	X	X
With Limited Live entertainment			X	X	X	X	X

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

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	Mixed Use Zones				Mixed Use Overlay		
	BF zone (18)	H-OC zone	COMU zone	DC zone	MUN (9,11)	MUC (9.11)	MUI (8,10,11)
Taxidermist	X						
Theaters (excludes open air) ¹⁸			X	X	X	X	X
Tire Recapping							
Trade and Vocational Schools ¹⁸		X	X	X	X	X	X
Transfer, Moving and Storage Facilities	X						
Transit Center				X			
Truck Wash							
Upholstery Shops	X		X				
Vehicle Storage Yards							
Indoor	X						
Outdoor							
Vending Machine Service and Repair							
Veterinarian (including animal hospital) ¹⁸	X						
All activities within an enclosed structure	X	X	X	X	X	X	X
With outdoor activities			◆				
Weight Reduction Center	X	X	X	X	X	X	X
Wholesale, Fulfillment, Storage, and Distribution ¹⁸							
All activities indoors (50,000 square feet or less)	X						
All activities indoors (more than 50,000 square feet)	X						
All activities outdoors							
Retail sale of goods warehoused on-site ⁷	X						
Wrecking Yard	X						

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Notes:

- (1) Do not consider residential use per distance requirement.
- (2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
- (3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
- (4) Permitted in the OC and VOR zones only as a support medical office facility.
- (5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
- (6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
- (7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
- (8) In the MUI, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
- (9) In the MUC and MUN, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
- (10) See Section 9.07.40 (Medical Use Overlay)
- (11) See Section 9.09.260 (Mixed Use Development)
- (12) See Section 9.09.250 (Live-Work Development)
- (13) See Section 9.09.270 (Outdoor Dining)
- (14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)
- (15) For Spa Facilities refer to Title 11, Chapter 11.96 of the Municipal Code.
- (16) See Section 9.09.280.C (Smoke Shops) for distance requirements that require a Conditional Use Permit.
- (17) See Section 9.09.290 (Commercial Cannabis Activities) for all Commercial Cannabis Activities regulations.
- (18) See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.
- (19) For Day Care uses in the Moreno Valley Industrial Area Plan (SP 208), See Section 9.07.060 Airport Land Use Compatibility Plan for Airport Land Use Compatibility Plan (ALUCP) requirements for actions proposed on property located within an Airport Compatibility Zone. When located within an Airport Land Use Compatibility Zone, greater land use, restrictions for airport compatibility may apply per the applicable ALUCP.

Zoning District Key			
BF	Business Flex	MU	Mixed Use Overlay District
DC	Downtown Center	MUN	Mixed-Use Neighborhood Overlay District
COMU	Corridor Mixed Use	MUC	Mixed-Use Community Overlay District
H-OC	Highway – Office/Commercial	MUI	Mixed-Use Institutional Anchor Overlay District

EXHIBIT C**9.02.140 Small and Large Family Day Care Home Standards in Residential Dwelling Units.**

- A. Purpose and Intent. The use of a home as a small or large family daycare home shall be considered a residential use of property.
- B. Small and large family day care homes shall be constructed, maintained and operated in the following manner:
 - 1. The facility shall conform to all property development standards and operational standards of the residential land use district in which it is located.
 - 2. Fences and walls shall be installed and maintained pursuant to Section 9.08.070 (Fences and Walls), applicable to the residential land use district and type of residence in which the family day care home is located.
 - 3. On-site landscaping shall be installed and maintained pursuant to Chapter 9.17 (Landscape and Water Efficiency Requirements) applicable to the residential land use district and type of residence in which the family day care home is located.
 - 4. The facility shall contain a fire extinguisher, smoke detector and carbon monoxide devices as required by state law, and meet all state standards and codes, and comply with any other standards adopted by the City of Moreno Valley for residential uses in the same zone.
 - 5. All family day care homes shall be state licensed and shall be operated according to all applicable State of California Health and Safety Code , as well as all state licensing requirements as set forth by state law (1597.46).
- C. A Small and Large Family Day Care shall be reviewed ministerial by the City to ensure conformance with the standards identified herein.

EXHIBIT D

9.02.320 Reasonable accommodation procedures.

- A. Purpose and Intent. It is the purpose of this section to provide reasonable accommodations in the city's zoning and land use regulations, policies, and practices when needed to provide an individual with a disability an equal opportunity to use and enjoy a dwelling.
- B. Definitions. The following terms as used in this section shall, unless the context clearly indicates otherwise, have the following meanings:
- “Applicant” means a person, business, or organization making a written request to the city for reasonable accommodation in the strict application of the city's zoning and land use laws, rules, policies, practices and/or procedures.
- “Person with a disability” means an individual who has a physical or mental impairment that limits one or more of that person's major life activities; anyone who is regarded as having such impairment; or anyone who has a record of having such an impairment. Such an impairment shall not include an individual's current, illegal use of a controlled substance.
- “Fair Housing Laws” means the “Federal Fair Housing Act” (42 U.S.C. Section 3601, et seq.), the Americans with Disabilities Act, and the “California Fair Employment and Housing Act” (California Government Code Section 12900, et seq.), as these statutes now exist or may be amended from time to time, and each Act's implementing regulations.
- “Reasonable accommodation” in the land use and zoning context, reasonable accommodation means providing individuals with disabilities or developers of housing for people with disabilities with flexibility in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to provision of housing or service opportunities.
- C. Authority of the Planning Official. The planning official is hereby designated to approve, conditionally approve, or deny, without public hearing, all applications for a reasonable accommodation.
- D. Procedure for Application Review.
1. Applicant. A request for a reasonable accommodation may be made by any person with a disability, his or her representative, or a developer or provider of housing for individuals with a disability.
 2. Application. An application for a reasonable accommodation shall be made on a form provided by the planning department. No fee shall be required for a request for reasonable accommodation, but if the project requires another discretionary permit, then the prescribed fee shall be paid for all other discretionary permits. If an individual needs assistance in making the

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request for reasonable accommodation, the city will provide assistance to ensure that the process is accessible.

3. Other Discretionary Permits. If the project for which the request for reasonable accommodation is made requires another discretionary permit or approval, the applicant may file the request for reasonable accommodation together with the application for the other discretionary permit or approval. The processing procedures of the discretionary permit shall govern the joint processing of both the reasonable accommodation and the discretionary permit.
 4. Required Submittals. An application for a reasonable accommodation shall include the following:
 - a. Documentation that the applicant is: (i) a person with a disability, (ii) applying on behalf of one or more persons with a disability, or (iii) a developer or provider of housing for one or more persons with a disability;
 - b. The name and address of the individual(s) requesting the reasonable accommodation;
 - c. The name and address of the property owner(s);
 - d. The address of the property for which accommodation is requested;
 - e. A description of the reasonable accommodation requested by the applicant;
 - f. An explanation of how the specific reasonable accommodation requested by the applicant is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy the residence;
 - g. Where applicable, documentation that the requested accommodation is designed and constructed pursuant to Title 24 of the California Code of Regulations to allow access, circulation and full use of the building and facilities by persons with disabilities.
 5. The planning director may request additional information from the applicant if the application does not provide sufficient information for the city to make the findings required in subsection E of this section.
- E. Basis for Approval or Denial of a Reasonable Accommodation.
1. Findings. The written decision shall be based on the following findings, all of which are required for approval:

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- a. The requested accommodation is requested by or on behalf of one or more persons with a disability protected under the Fair Housing Laws.
 - b. The requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling.
 - c. The requested accommodation will not impose an undue financial or administrative burden on the city.
 - d. The requested accommodation will not result in a fundamental alteration in the nature of the city's zoning program.
 - e. The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.
2. In determining whether the requested reasonable accommodation is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy a dwelling, the city may consider, but is not limited to, the following factors:
- a. Whether the requested accommodation will affirmatively enhance the quality of life of one or more individuals with a disability;
 - b. Whether the individual or individuals with a disability will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;
 - c. In the case of a residential care facility, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants;
 - d. In the case of a residential care facility, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide individuals with a disability an equal opportunity to live in a residential setting.
3. Rules While Decision is Pending. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.
- F. Notice of Decision.

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1. The planning director shall issue a written determination to approve, conditionally approve, or deny a request for a reasonable accommodation. The planning director may elect to forward the matter to the planning commission for consideration of the application.
 2. Appeals of the director's action shall be made in accordance with Section 9.02.240.
- G. Expiration, Time Extension, Violation, Discontinuance, and Revocation.
1. Expiration. Any reasonable accommodation approved in accordance with the terms of this section shall expire within twenty-four (24) months from the effective date of the approval, or at an alternative time specified as a condition of the approval, unless:
 - a. A building permit has been issued and construction has commenced;
 - b. A certificate of occupancy has been issued;
 - c. The use is established; or
 - d. A time extension has been granted.
 2. Time Extension.
 - a. The planning director may, upon an application being filed prior to expiration and for good cause, grant a time extension of up to three one-year extensions of time. Each extension of time shall be granted in one-year increments only. Upon granting of an extension, the planning director shall ensure that conditions of the administrative approval comply with all current development code provisions.
 - b. Notice. Notice of the planning director's decision on a time extension shall be provided in writing. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process.
 - c. Appeal of Determination. A time extension for a reasonable accommodation shall be final unless appealed to the city council within fourteen (14) calendar days of the date of mailing of the determination. An appeal shall be made in writing and shall be noticed and heard pursuant to the procedures established in Section 9.02.240 of this code.
 3. Discontinuance. If the person(s) with a disability for whom the reasonable accommodation was originally granted vacate the residence to which the reasonable accommodation appliesthe reasonable accommodation shall remain in effect only if the planning director determines that: (a) the

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modification is physically integrated into the residential structure and cannot easily be removed or altered to comply with the municipal code; or (b) the accommodation is necessary to give another person with a disability an equal opportunity to enjoy the dwelling. The planning director may request that the applicant, or his/her successor-in-interest, provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty (30) days of the date of a request by the city shall constitute grounds for discontinuance by the city of a previously approved reasonable accommodation.

4. Revocation. Procedures for revocation shall be as prescribed by Section 9.02.260. Any reasonable accommodation approved in accordance with the terms of this code may be revoked if any of the conditions or terms of such reasonable accommodation are violated, or if any law or ordinance is violated in connection therewith.
- H. Amendments. A request for changes in conditions of approval of a reasonable accommodation, or a change to plans that would affect a condition of approval shall be treated as a new application. The planning director may waive the requirement for a new application if the changes are minor, do not involve substantial alterations or addition to the plan or the conditions of approval, and are consistent with the intent of the original approval.

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9.09.300 SB9 Two-Unit Residential Developments.

- A. Purpose and Intent. The purpose of this section is to regulate qualifying SB 9 two-unit residential developments and urban lot splits within single-family residential zones in accordance with California Government Code Sections 65852.21 and 66411.7.
- B. Applicability. The standards and limitations set forth in this section shall apply to urban lot splits and the development and use of SB 9 two-unit residential developments within a single-family residential zone in the City, notwithstanding any other conflicting provisions of this code. In the event of a conflict between the provisions of this section and any other provision of this code, the provisions of this section shall prevail.
- C. Permit Application and Review Procedures. An application for an SB 9 two-unit residential development or an urban lot split shall be submitted on a form prescribed by the City, along with all information and materials prescribed by such form. The Community Development Director will review the application for consistency with state law, consider and approve or disapprove a complete application for an SB 9 two-unit residential development or an urban lot split ministerially, without discretionary review or public hearing.
1. Nonconforming Conditions. An SB 9 two-unit residential development may only be approved if all nonconforming zoning conditions are corrected. The correction of legal nonconforming zoning conditions is not a condition for ministerial approval of a parcel map for an urban lot split.
 2. Effectiveness of Approval. The ministerial approval of an SB 9 two-unit residential development or a parcel map for an urban lot split does not take effect until the city has confirmed that all required documents have been recorded.
 3. Hold Harmless. Approval of an SB 9 two-unit residential development or a parcel map for an urban lot split shall be conditioned on the applicant agreeing to defend, indemnify and hold harmless the city, its officers, agents, employees and/or consultants from all claims and damages (including attorney's fees) related to the approval and its subject matter.
 4. Specific and/or Adverse Impacts. Notwithstanding anything else in this section, the Community Development Director may deny an application for an SB 9 two-unit residential development or a parcel map for an urban lot split if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of California Government Code Section 65589.5, on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

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- D. Qualifying Requirements. A proposed urban lot split or SB 9 two-unit residential development must meet all of the following requirements in order to qualify for ministerial review pursuant to the provisions of this section. It shall be the responsibility of the applicant to demonstrate to the reasonable satisfaction of the Community Development Director that each of these requirements is satisfied. The applicant and each owner of the property shall provide a sworn statement, attesting to all facts necessary to establish that each requirement is met.
1. The subject property shall be located within a single-family residential zone.
 2. The proposed development shall not be located on any site identified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of California Government Code Section 65913.4, unless the development satisfies the requirements specified therein. Such sites include, but are not limited to, prime farmland, wetlands, high or very high fire hazard severity zones, special flood hazard areas, regulatory floodways, and lands identified for conservation or habitat preservation.
 3. The proposed development shall not be located within a historic district or on property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the California Public Resources Code.
 4. The proposed development shall not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 5. The proposed development shall not require the demolition or alteration of housing that is subject to any form of rent or price control.
 6. The proposed development shall not require the demolition or alteration of housing that has been occupied by a tenant within the last three (3) years.
 7. If any existing or previously demolished housing unit on the lot has been occupied by a tenant in the last three (3) years, the proposed development shall not involve the demolition of more than 25 percent of the existing exterior structural walls of any housing unit on the lot.
 8. The subject property shall be owned solely by one or more individual property owners.
 9. In the case of an urban lot split, the lot proposed to be subdivided shall not have been established through a prior urban lot split.
 11. In the case of an urban lot split, the lot proposed to be subdivided (“subject lot”) is not adjacent to any lot that was established through an urban lot split by the owner of the subject lot or by any person acting in concert with the owner of the subject lot.

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12. No unpermitted construction or illegal nonconforming zoning conditions shall exist on the property.
 13. All units shall have a dedicated address.
- E. Permitted Locations. A lot on which an urban lot split or SB 9 two-unit residential development is proposed must be located within a single-family residential zone. A lot located within a multiple-family or mixed-use zone shall not be eligible to be subdivided through an urban lot split or developed with an SB 9 two-unit residential development pursuant to this section.
- F. Number of Dwelling Units Permitted on a Lot.
1. Notwithstanding any other provisions of this code, state law requires the city to permit a lot located within a single-family residential zone to contain two primary dwelling units, provided both units are developed and maintained in compliance with the standards and requirements set forth in this section.
 2. Provided the lot is not subdivided or created through an urban lot split, development of two primary dwelling units on a lot through an SB 9 two-unit residential development in conformance with this section does not preclude the development or maintenance of one or more ADUs and/or JADUs on the lot to the extent permitted by Section 9.09.130 and state law.
 3. No more than two (2) dwelling units of any kind may be constructed or maintained on a lot that results from an urban lot split. For purposes of this subdivision, the two-unit limitation applies to any combination of primary dwelling units, ADUs, and JADUs.
- G. Separate Conveyance.
1. Primary dwelling units located on the same lot may not be owned or conveyed separately from one another. All fee interest in a lot and all dwellings must be held equally and undivided by all individual owners of the lot.
 2. Separate conveyance of the two lots resulting from an urban lot split is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, or if the two lots share a driveway, appropriate covenants, easements or similar documentation allocating legal and financial rights and responsibilities between the owners of the two lots ("CC&Rs") for construction, reconstruction, use, maintenance, and improvement of the attached structures and any related shared drive aisles, parking areas, or other portions of the lot must be recorded before the city will approve a final parcel map for the urban lot

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split. Notwithstanding the provision of such CC&Rs, however, where attached structures and/or related shared facilities span a lot line resulting from an urban lot split, all owners of both lots shall be jointly and severally responsible for the use and maintenance of such structures and/or shared facilities in compliance with all provisions of this Code.

3. Condominium airspace divisions and common interest developments are not permitted on a lot created through an urban lot split or containing an SB 9 two-unit residential development.
- H. Residential Use Only. No non-residential use is permitted on any lot created through an urban lot split or containing an SB 9 two-unit residential development.
- I. No Short-Term Rentals Permitted. The rental of any dwelling unit on a lot created through an urban lot split or containing an SB 9 two-unit residential development shall be for a term longer than 30 consecutive days.
- J. Housing Crisis Act Replacement Housing Obligations. If the proposed development will result in the demolition of protected housing, as defined in California Government Code Section 66300, the applicant shall replace each demolished protected unit and comply with all applicable requirements imposed pursuant to subsection (d) of Government Code Section 66300.
- K. Standards and Requirements. A qualifying SB 9 two-unit residential development and any development on a lot created through an urban lot split shall be subject to the standards and criteria set forth in this section.
1. No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.
 2. Except for those circumstances described above in K.1, the setback for side and rear lot lines shall be four feet. The front setback shall be as set forth in the single-family residential zone.
 3. Except for those circumstances described above in D. Qualifying Requirements, the demolition or alteration of a structure is allowed for developments proposed under this Section.
 4. The applicant shall provide easements for the provision of public services and facilities as required.
 5. Off-street parking shall be limited to one space per unit, except that no parking requirements shall be imposed if the parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code section 21155(b) or a major transit stop as defined in Public Resources Code section 21064.3.

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6. Any residential accessory structure proposed in conjunction with or following the development of, a two-unit residential development shall meet the requirements of Section 9.08.030 (Accessory structures) of Chapter 9.08 (General Development Standards).
 7. All setback areas, and all areas not designated for walkways, parking, drive aisles, and private open space, shall be fully landscaped and irrigated. Each development shall comply with the landscaping and irrigation requirements contained in Section 9.17.070 (Single-family residential development) of Chapter 9.17 (Landscape and Water Efficiency Requirements).
 8. If there is an existing primary dwelling that was legally established on the lot prior to the filing of a complete application for a two-unit development or an urban lot split, any new additional primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch.
 9. If two new primary dwelling units are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch.
 10. All developments shall provide each unit with the appropriate number of containers for recyclables, organics, and non-recyclable solid waste (“trash containers”).
- L. Additional Requirements for Urban Lot Splits.
1. An urban lot split must conform to all applicable objective requirements of the Subdivision Map Act, including implementing requirements in this code, except as otherwise provided in this section. Notwithstanding the foregoing, no dedication of rights-of-way or construction of offsite improvements is required solely for an urban lot split.
 2. Lot Size. The parcel map for an urban lot split must subdivide an existing lot to create no more than two new lots of approximately equal lot area, provided that one lot shall not be smaller than 40 percent of the lot area of the original lot proposed for subdivision. Both newly created lots must each be no smaller than 1,200 square feet.
- M. Easements.
1. The owner must enter into an easement agreement with each utility/public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.
 2. Each easement must be shown on the tentative parcel map and the final parcel map.
 3. Copies of the unrecorded easement agreements must be submitted with

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the application. The easement agreements must be recorded against the property before the final parcel map may be approved.

- N. Improvements required. Each resulting lot must be developed in accordance with improvement plans processed concurrently with the parcel map application and approved by the city, showing the location and dimensions of all structures, drive aisles, parking areas, pedestrian pathways, and other improvements proposed to be constructed or to remain on each lot.

Approval of a parcel map for an urban lot split shall be subject to the City's approval of such related improvement plans and all related entitlements or other approvals required by this code. Any proposed development on one of the lots that is inconsistent with or not shown on the improvement plans approved concurrently with the urban lot split shall be subject to review and approval by the city in accordance with the applicable requirements of this code.

- O. Deed restrictions. Prior to approval of a parcel map for an urban lot split and/or the issuance of a building permit for the development of an SB 9 two-unit residential development, the owner(s) of record of the property shall provide a copy of a covenant agreement, declaration of restrictions, or similar deed restriction ("deed restriction") recorded against the property in a form acceptable to the City, and that does each of the following:
1. Expressly requires the rental of any dwelling unit on the property be for a term longer than 30 consecutive days.
 2. Expressly prohibits any non-residential use of the lot.
 3. Expressly prohibits primary dwelling units located on the same lot from being owned or conveyed separately from one another.
 4. Expressly requires all fee interest in each lot and all dwellings to be held equally and undivided by all individual owners of the lot.
 5. Expressly prohibits condominium airspace divisions and common interest developments on the property.
 6. States that the property was formed and/or developed pursuant to the provisions of this section and is therefore subject to the city regulations set forth in this section, including all applicable limits on dwelling size and development.
 7. Expressly prohibits more than two (2) dwelling units of any kind from being constructed or maintained on a lot that results from an urban lot split.
 8. States the following:

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- a. That the deed restriction is for the benefit of and is enforceable by the city;
 - b. That the deed restriction shall run with the land and shall bind future owners, their heirs, and successors and assigns;
 - c. That lack of compliance with the deed restriction shall be good cause for legal action against the owner(s) of the property;
 - d. That, if the city is required to bring legal action to enforce the deed restriction, then the city shall be entitled to its attorneys' fees and court costs; and
 - e. That the deed restriction may not be modified or terminated without the prior written consent of the City.
- P. Definitions. For the purpose of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU)” shall have the meanings ascribed to these terms in Section 9.09.130.

“Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. “Individual property owner” does not include any corporation or corporate person of any kind (partnership, limited partnership, limited liability company, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Revenue and Taxation Code Section 214.15).

“New primary dwelling unit” means either a new, additional dwelling unit that is created or an existing dwelling unit that is expanded, but does not include an ADU or a JADU.

“Single-family residential zone” shall have the same meaning as in California Government Code Section 65852.21. A single-family residential zone includes all Single-Family Residential zoning district and any property within a planned unit development district or a specific plan area where a single-family dwelling is a permitted use, but a duplex, triplex, or multiple-family dwelling is not a permitted or conditionally permitted use.

“SB9 two-unit residential development” shall mean a housing development containing no more than two primary residential units within a single-family residential zone that qualifies for ministerial review pursuant to California Government Code Section 65852.21 and this section. A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing primary unit.

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“Urban lot split” shall have the same meaning as stated in California Government Code Section 66411.7.

- Q. Interpretation. The provisions of this section shall be interpreted to be consistent with the provisions of California Government Code Sections 65852.21 and 66411.7 and shall be applied in a manner consistent with state law. The city shall not apply any requirement or development standard provided for in this section to the extent prohibited by any provision of state law.

EXHIBIT F**9.09.310 Supportive and Transitional Housing.**

- A. Use and Zoning. Supportive and transitional housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. This includes residential zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed housing development satisfies all of the requirements of Government Code Section 65651.
- B. Definitions. For the purposes of this section, certain words or phrases used in this section are defined as follows:
1. "Supportive housing" means a facility that provides housing with no limit on length of stay, that is occupied by the target population as defined by Section 50675.14 of the California Health and Safety Code, and that is linked to on-site or off-site services that assist tenants in retaining housing, improving their health status, maximizing their ability to live and, when possible, work in the community.
 2. "Transitional housing" and "transitional housing development" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months (Health and Safety Code Section 50675.2(h)).
 3. "Target population" means adults with low income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services under the Lanterman Developmental Disabilities Services Act (Division 4.5 of the Welfare and Institutions Code, commencing with Section 4500) and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people (Health and Safety Code Section 50675.14(3)(A)).

EXHIBIT G

9.13.080 Adoption/amendment procedure.

A specific plan shall be adopted, amended and repealed by resolution and may be amended as often as deemed necessary by the legislative body.

EXHIBIT H**9.14.240 Parcel Maps for Urban Lot Splits**

- A. Purpose and Intent. The purpose of this section provides the provisions to the processing of parcel maps for urban lot splits pursuant to California Government Code section 66411.7 and Section 9.09.300 (SB 9 Two-Unit Residential Developments) of the Moreno Valley Municipal Code.
- B. Applicability. Notwithstanding the Subdivision Map Act or any other provision of this section, an application for a parcel map for an urban lot split is approved or denied ministerially, by the City's Community Development Director without discretionary review. A tentative parcel map for an urban lot split is approved ministerially if it complies with the requirements of Section 9.09.300 (SB 9 Two-Unit Residential Developments) and applicable objective requirements of Chapter 9.14 (Land Divisions), and the Subdivision Map Act. The tentative parcel map may not be recorded. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and easements.
- C. Guidance and Procedures. The City Engineer has the authority to interpret and establish guidance and procedures for the processing, approving, and finalizing parcel maps for urban lot splits, which are consistent with state and local law.

EXHIBIT I

9.16.150 Commercial (retail, office, mixed use).

- A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.
1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.
 2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.
 3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.
 4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a “turn-of-the-century” architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.
- B. General Guidelines.
1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.
 2. Commercial development shall have a central place, main focal feature or point of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.
 3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.
 4. The development of new, small convenience centers on sites less than eight acres is discouraged.

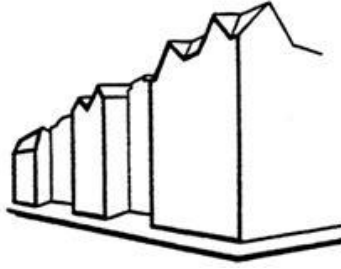
EXHIBIT I

5. Architectural elements shall be an integral part of the façade design, avoiding the “pasted-on” look.
6. Building façades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.
7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.
8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.
9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.
10. Continuous building mass should be divided into smaller units, providing both variety and scale.
11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.
12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.
13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.
14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.
15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.
16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial “crossover.”
17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.
18. Each commercial center of five acres or more shall have at least one major entry containing a median.

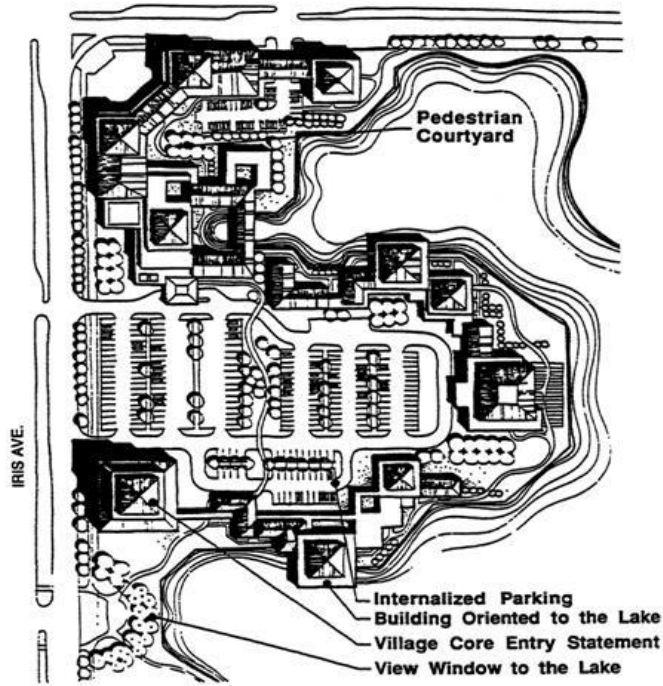
EXHIBIT I

19. The “strip” commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.
20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.
21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.
22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.
23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.
24. Access to service bays of automotive uses shall be from the interior of the site.
25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.
26. Hotels 4 stories and over shall include rooftop amenities (e.g., restaurant, bar, swimming pool or other amenities as accepted by the Community Development Director).
27. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.
28. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.
29. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run-off.
30. Architectural design of new projects shall be mindful of the surrounding district’s urban fabric, providing a design statement to enhance the context and to upgrade the overall image. 86 Continuous Mass Divided to Provide Scale

EXHIBIT I



Continuous Mass Divided to Provide Scale



Commercial Center with Separated Pedestrian and Auto Circulation

Attachment: Ordinance 990 - Title 9 (Planning and Zoning) [Revision 1] (5881 : Spring Omnibus Second Reading)



Report to City Council

TO: Mayor and City Council

FROM: John Salisbury, Chief of Police

AGENDA DATE: July 5, 2022

TITLE: AUTHORIZATION TO AWARD CONTRACT FOR BIOHAZARD CONTAMINATE CLEANUP, DECONTAMINATION AND REMOVAL SERVICES

RECOMMENDED ACTION

Recommendations:

That the City Council:

1. Authorize the award of a professional services agreement to Crime Scene Steri Clean, LLC to provide biohazard contaminate cleanup, decontamination, and removal services for a not to exceed amount of \$125,000 from July 1, 2022 through June 30, 2027.
2. Authorize the City Manager to execute the Agreement, subject to approval as to form by the City Attorney.

SUMMARY

This report recommends the award of a contract to Crime Scene Steri Clean, LLC. for on-site professional services for the cleanup, decontamination and removal of biohazard contaminants on public property and in the public right-of-way as a result of incidents responded to by law enforcement.

DISCUSSION

The City contracts for professional handling of biohazard contaminants. occurring on public property and in the public right-of-way due to incidents such as various crimes, suicide, traffic collisions, vandalism, or other traumatic incidents. Oftentimes, traumatic incidents result in human blood, human bodily fluids, and other associated residues from the scene of a serious human injury, illness, or death. The cleanup,

decontamination, and removal of biohazard contaminates are performed by specialized waste management contractors.

Because biohazard contaminates on public property and in the public right-of-way constitute a public health and safety issue, it must be managed by practitioners registered with the California Department of Public Health and must comply with the Medical waste Management Act (Cal.Health & Saf. Code, § 118321 *et seq.*). Trauma scene and other incidents creating biohazards are also regulated by federal agencies, including the Occupational Safety and Health Administration (OSHA) and the US Environmental Protection Agency (US EPA).

In order to comply with state and federal laws governing the cleanup, decontamination, and removal of biohazard contaminates, and in adherence to the City of Moreno Valley’s Procurement Administrative Procedure 3.09, staff engaged in the Request for Proposal process to solicit for proposals utilizing the City’s competitive bid management system.

RFP #2022-051 was issued on March 14, 2022. Three companies submitted proposals for the above-mentioned services: (1) Crime Scene Steri Clean, LLC; (2) HCI Environmental & Engineering Hazmat Team; and (3) Patriot Environmental Services Inc. All proposers report to have the technical ability and licensing to perform the service and can meet the desired response times, however because of the cost for service differences, staff selected Crime Scene Steri Clean LLC. Both HCI Environmental & Engineering Hazmat Team and Patriot Environmental Services provide services much broader than the biohazard contaminate cleanup needs of the City of Moreno Valley.

Cost for Services per incident:	Crime Scene Steri Clean, LLC.	HCI Environmental & Engineering Hazmat Team	Patriot Environmental Services
Public Right-of-Way	\$850 No overtime rate No holiday rate	\$895 \$1250 overtime rate \$1395 holiday rate	\$5,557
Police Vehicles	\$250	\$895 \$1250 overtime rate \$1395 holiday rate	\$5,557
Evidence Lockers	\$250	\$895 \$1250 overtime rate \$1395 holiday rate	\$5,557
Temporary holding Cells	\$200	\$895 \$1250 overtime rate \$1395 holiday rate	\$5,557

ALTERNATIVES

1. Award the Agreement for On-site and Professional Services for biohazard contaminate cleanup, decontamination, and removal; and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative.*
2. Do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative.*

FISCAL IMPACT

The proposed cost of the agreement for Crime Scene Steri Clean, LLC to provide biohazard contaminates cleanup, decontamination, and removal services is an amount not to exceed \$25,000 per fiscal year for services between July 1, 2022 through June 30, 2027 for a total not to exceed \$125,000 over the course of the 5-year term.

There is no additional fiscal impact to the approved FY 22/23 General Fund budget. Allocation of funds in future fiscal year’s will be part of the regular budget approval process.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Shanna Palau
Sr. Contracts Analyst

Department Head Approval:
John Salisbury
Police Chief

Concurred By:
Felicia London
Purchasing & Sustainability Division 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. DRAFT Agreement for OnSite and_or Professional Service_Crime Scene Steri Clean 2022_2027

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 4:47 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 5:15 PM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and Crime Scene Steri-Clean, LLC, a Limited Liability Company, with its principal place of business at 9785 Crescent Center Drive, Suite 302, Rancho Cucamonga, CA, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional biohazard contaminate cleanup, decontamination, and removal contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional biohazard contaminate cleanup, decontamination, and removal contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the biohazard contaminate cleanup, decontamination, and removal as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS**1. CONTRACTOR INFORMATION:**

Contractor’s Name: Crime Scene Steri-Clean, LLC
 Address: 9785 Crescent Center Drive, Suite 302
 City: Rancho Cucamonga State: Ca Zip: 91730
 Business Phone: 888-577-7206 Fax No. 909-481-4567
 Other Contact Number: N/A
 Business License Number: 047171
 Federal Tax I.D. Number: 20-1946355

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

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

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from July 1, 2022 to June 30, 2027 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate.

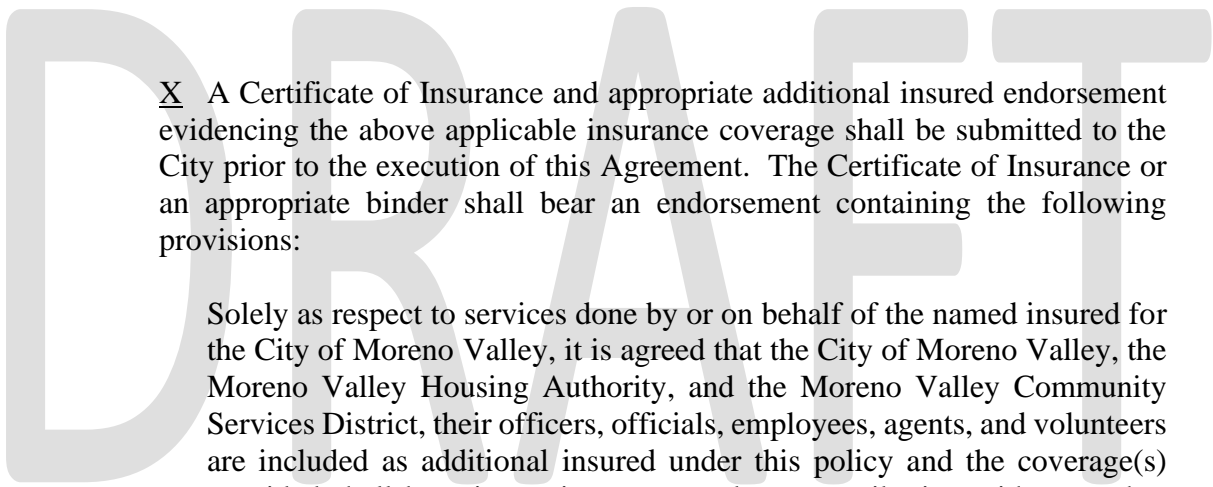
Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

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

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

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

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated



otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

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

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Crime Scene Steri-Clean, LLC
 9785 Crescent Center Drive, Suite 302
 Rancho Cucamonga, CA 91730
 ATTN: Kelley Collins

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Shanna Palau

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

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Crime Scene Steri-Clean, LLC

BY: _____
Mike Lee, City Manager

BY: _____
Cory Chalmers, President

Date

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

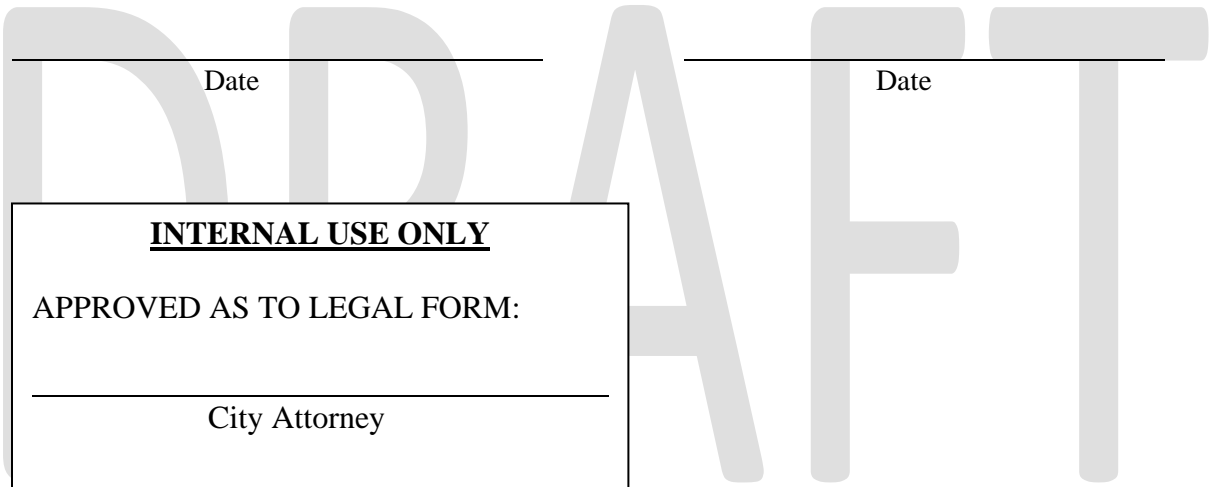


EXHIBIT A

SCOPE OF SERVICES

1. Contractor shall be available 24/7 on an as needed basis to cleanup, decontaminate, and remove biohazard contaminates from public property and the public right-of-way when called out by the Moreno Valley Police Station.
2. The costs shall include response, labor, supplies, and disposal. There are no reimbursable costs, nor any mileage charges.
3. Cleaning will include the application of EPA registered disinfectant.
4. Upon completion of decontamination and biohazard removal, Contractor, if necessary, will power wash exterior to ensure that the public property and or sidewalk is as visually appealing as possible and to give a final rinse of disinfectant chemicals.
5. All cleanup work and disposal by Contractor shall be done according to the protocols of the California Department of Public Health, OSHA Standards, and Riverside County standards and laws. All biohazard waste shall be disposed in accordance with the California Department of Public Health protocol and procedures. Regulated waste tracking documents shall be kept on file and available upon request.
6. All work shall be performed in accordance with all Federal, State and County agencies, laws, requirements, and regulations. All waste disposal is subject to verification and final analysis.
7. Areas to be cleaned include, but are not limited to:
 - a. Public property, roadways, sidewalks, parking lots, and other public properties and right-of-ways affected by blood and/or bodily fluids following a traffic collision, shooting, stabbing or other trauma using the Contractors equipment and supplies. \$850.00 per call out.
 - b. Police vehicles rear passenger area plus all door handles, spotlights, steering column, and other commonly touched areas police vehicles after the transport of an arrestee that contaminates the vehicle with blood, vomit, urine, feces, MRSA, C-Diff, Staph, Scabies, or other potentially contagious agent. \$250.00 per vehicle.
 - c. Temporary holding cell cleaning cell floors, walls, and any built-in fixtures after an arrestee contaminates the environment with blood, urine, feces, vomit, MRSA, C-Diff, Staph or other potentially contagious agent. \$200-\$400 depending on size per cell.
 - d. Evidence rooms and lockers clean all surfaces. \$250 per call out.

EXHIBIT B
CITY'S RESPONSIBILITIES

City shall have no responsibilities other than those provided in the Agreement.

DRAFT

Attachment: DRAFT Agreement for OnSite and_ or Professional Service_ Crime Scene Steri Clean 2022_ 2027 (5857 : AUTHORIZATION TO

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$25,000 per fiscal year for a 5-year term.

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

3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to 951-413-3073.

Copies of invoices may be submitted to the Police Department

danal@moval.org or calls directed to 951-486-6840

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

4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)

Attachment: DRAFT Agreement for OnSite and_ or Professional Service_ Crime Scene Steri Clean 2022 2027 (5857 : AUTHORIZATION TO

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

DRAFT



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: July 5, 2022

TITLE: APPROVAL OF FIRST AMENDMENTS TO INTERCONNECTION FACILITIES AGREEMENTS AND DISTRIBUTION SERVICE AGREEMENTS BETWEEN THE CITY OF MORENO VALLEY AND SOUTHERN CALIFORNIA EDISON

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to the Wholesale Distribution Load Interconnection Facilities Agreement and the Service Agreement for Wholesale Distribution Service between the City of Moreno Valley and Southern California Edison for the Kitching 115kV interconnect, and the San Michele interconnect; and
2. Authorize the City Manager to execute the First Amendment, and all related subsequent amendments, provided the costs of any such amendments are within the Council approved budget and approved as to form by the City Attorney.

SUMMARY

Moreno Valley Utility (MVU) uses a portion of Southern California Edison's (SCE) transmission and distribution system to bring power to and serve MVU customers. The Service Agreement for Wholesale Distribution Service and the Wholesale Distribution Load Interconnection Facilities Agreement describe the terms and conditions under which MVU can connect to SCE's system; an approved Agreement is required at each point MVU's system connects to SCE's system. In October 2020, MVU requested changes to the capacity limits for the Kitching Substation and San Michele (MoVal South substation) interconnects. This report recommends approval of the First Amendment to the Wholesale Distribution Load Interconnection Facilities Agreement and the Service Agreement for Wholesale Distribution Service for the San Michele and the Kitching 115kV interconnects.

DISCUSSION

On October 8, 2013 and July 8, 2014, respectively, the City Council approved the 33kV Interconnection Facilities Agreement and Service Agreement for Wholesale Distribution Service for the San Michele interconnect. On September 6, 2016, and October 2, 2017, respectively, the City Council approved the Interconnection Facilities Agreement and the Service Agreement for Wholesale Distribution Service for the Kitching 115kV substation interconnect.

In October 2020, MVU requested changes to the capacity limits for the Kitching 115kV substation interconnect and the San Michele 33kV interconnect. The requested changes included an increase in the capacity limit at Kitching substation from 28 megawatts (MW) to 40 MW, and a reduction of capacity limit at MoVal South substation from 10 MW to 7 MW, and termination of the Globe, Indian, and Iris 12kV interconnects. The changes to the capacity limits provide additional operational flexibility for MVU while enhancing reliability of the system. The Amendments reflect the changes in capacity limits, changes to the monthly Wholesale Distribution Access Tariff cost, and changes related to changes in the tariff language as approved by the Federal Energy Regulatory Commission (FERC).

ALTERNATIVES

1. Approve the First Amendments to the Wholesale Distribution Load Interconnection Facilities Agreement and the Service Agreement for Wholesale Distribution Service for the San Michele and Kitching interconnects. *Staff recommends this alternative as the changes will provide additional operational flexibility and enhance reliability of the system.*
2. Do not approve the First Amendments to the Wholesale Distribution Load Interconnection Facilities Agreement and the Service Agreement for Wholesale Distribution Service for the San Michele and Kitching interconnects. *Staff does not recommend this alternative as this will leave MVU's system more vulnerable to SCE circuit interruptions at certain interconnects.*

FISCAL IMPACT

The changes in capacity limit for the MoVal South substation will result in an increase of the monthly Wholesale Distribution Access Tariff cost per kW from \$1.94 to \$2.65. The Wholesale Distribution Access Tariff cost per kW for the Kitching Substation will decrease from \$0.90 to \$0.70. The total annual impact to MVU is estimated to be a reduction of \$3,240.00.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Michael Lloyd, P.E.
Title

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2022 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. MVU Kitching St First Amendment 06212022
- 2. MVU San Michele Rd First Amendment 06212022

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 7:46 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/30/22 9:45 AM

**FIRST AMENDMENT TO THE
WHOLESALE DISTRIBUTION LOAD INTERCONNECTION FACILITIES
AGREEMENT**

AND

**SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE
BETWEEN**

CITY OF MORENO VALLEY

AND

SOUTHERN CALIFORNIA EDISON COMPANY

FOR THE KITCHING STREET 115 KV INTERCONNECTION PROJECT

THIS FIRST AMENDMENT (“First Amendment”), dated as of _____, 2022, is entered into by and among the City of Moreno Valley, a municipality in the State of California (“Distribution Customer” or “Moreno Valley”) and Southern California Edison Company (“SCE”) as the Distribution Provider. Moreno Valley and Distribution Provider may be referred to individually as a “Party” and collectively as the “Parties.” Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the meaning ascribed to that term in the Kitching Street IFA or Kitching Street DSA, as those terms are defined in the Recitals below, or in SCE’s Wholesale Distribution Access Tariff (“WDAT”).

RECITALS

WHEREAS, on August 9 and August 17, 2004, respectively, Moreno Valley and SCE entered into the Globe Street Wholesale Distribution Load Interconnection Facilities Agreement (“Globe IFA”) and Service Agreement for Wholesale Distribution Service (“Globe DSA”), Service Agreement Nos. 116 and 117 respectively, for SCE to provide Interconnection Service and up to 3,000 kW of Distribution Service to Moreno Valley at its Globe Street Project.

WHEREAS, on January 2, 2004, Moreno Valley and SCE entered into the Iris Avenue Wholesale Load Interconnection Facilities Agreement (“Iris IFA”) and Service Agreement for Wholesale Distribution Service (“Iris DSA”), Service Agreement Nos. 102 and 103 respectively, for SCE to provide Interconnection Service and up to 3,000 kW of Distribution Service to Moreno Valley at its Iris Avenue Wholesale Load Project.

WHEREAS, on July 20, 2005, Moreno Valley and SCE entered into the Nandina Avenue Wholesale Load Interconnection Facilities Agreement (“Nandina IFA”) and Service Agreement for Wholesale Distribution Service (“Nandina DSA”), Service

Agreements Nos. 142 and 143 respectively, for SCE to provide Interconnection Service and up to 3,000 kW of Distribution Service to Moreno Valley at its Nandina Avenue Wholesale Load Project.

WHEREAS, on October 14, 2013 and August 12, 2014, Moreno Valley and SCE entered into the San Michele Road Wholesale Load Interconnection Facilities Agreement (“San Michele Road IFA”) and Service Agreement for Wholesale Distribution Service (“San Michele Road DSA”), Service Agreement Nos. 562 and 695 respectively, for SCE to provide Interconnection Service and up to 10,000 kW of Distribution Service to Moreno Valley at its San Michele Road WDAT Load Project.

WHEREAS, on September 8, 2016 and October 5, 2017, Moreno Valley and SCE entered into the Kitching Street 115 kV Interconnection Facilities Agreement (“Kitching Street IFA”) and Service Agreement for Wholesale Distribution Service (“Kitching Street DSA”), Service Agreement Nos. 906 and 972 respectively, for SCE to provide Interconnection Service and up to 28,000 kW of Distribution Service to Moreno Valley at its Kitching Street 115 kV Interconnection Project.

WHEREAS, on September 30, 2016 and on October 10, 2017, SCE filed the Kitching Street IFA and the Kitching Street DSA with the Federal Energy Regulatory Commission (“FERC”) under Docket Nos. ER16-2704 and ER18-45, respectively. FERC accepted the Kitching Street IFA and the Kitching Street DSA with an effective date of October 1, 2016 and November 3, 2017, respectively.

WHEREAS, on May 1, 2019 and as amended on June 19, 2019, SCE filed revisions to its WDAT to change collation values of all the WDAT records with FERC under Docket No. ER19-1757, which included the Kitching Street IFA and the Kitching Street DSA. This was an administrative change that did not result in any substantive revisions to the Kitching Street IFA or Kitching Street DSA. FERC accepted SCEs revisions to its WDAT with an effective date of May 1, 2019.

WHEREAS, on October 14, 2020, Moreno Valley submitted a request to increase the capacity limit at SCE’s Karma 115 kV Substation associated with the Kitching Street 115 kV Interconnection Project, from 28 MVA (or 28,000 kW) to 40 MVA (or 40,000 kW) by: (1) transferring 3 MVA (or 3,000 kW) of load from the San Michele Road WDAT Load Project 34.5 kV interconnection, (2) transferring 3 MVA (or 3,000 kW) of load from the Globe Street Project 12 kV interconnection, (3) transferring 3 MVA (or 3,000 kW) of load from the Iris Avenue Wholesale Load Project 12 kV interconnection, and (4) transferring 3 MVA (or 3,000 kW) of load from the Nandina Avenue Wholesale Load Project 12 kV interconnection, to the Kitching Street 115 kV Interconnection Project and, upon completion of the individual load transfers, to terminate the Globe IFA, Globe DSA, Iris IFA, Iris DSA, Nandina IFA and Nandina DSA, and also reduce the Distribution Service capacity of the San Michele Road WDAT Load Project to 7,000 kW. The 12 kV interconnects would be physically removed from service, relieving 9 MVA (or 9,000 kW) of Distribution Service capacity on SCE’s Alessandro 115/12 kV Substation.

WHEREAS, on January 27, 2021, SCE transmitted a Facilities Reassessment Report dated January 26, 2020 to Moreno Valley outlining the impact to SCE’s electrical system associated with Moreno Valley’s October 14, 2020 request.

WHEREAS, the Parties now desire to enter into this First Amendment to amend certain terms of the Kitching Street IFA and the Kitching Street DSA as set forth in this First Amendment in order to facilitate the transfer of load to the Kitching Street 115 kV Interconnection Project.

WHEREAS, concurrent with the filing of this First Amendment at FERC, SCE will file a request to terminate the Globe Street IFA, Globe Street DSA, Iris IFA, Iris DSA, Nandina IFA and Nandina DSA and, if requested to do so, Moreno Valley will support such request for termination.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

AMENDMENT

1. The Parties agree that for the purpose of this First Amendment, the Kitching Street IFA and Kitching Street DSA shall mean the Kitching Street 115 kV Interconnection Facilities Agreement and Service Agreement for Wholesale Distribution Service, entered into on September 8, 2016 and October 5, 2017 respectively, that are currently in effect.
2. The Parties agree to amend the Kitching Street IFA and Kitching Street DSA as specifically identified in redline format in Exhibit A, attached hereto, reflecting, among other things, the revised Distribution Service capacity, monthly charge and Demand Rate.
3. The Parties agree as part of this First Amendment to remove Section 8, Security Amount for Estimated Tax Liability from the Kitching Street IFA since load projects will not satisfy the safe harbor eligibility requirements pursuant to the Internal Revenue Service (“IRS”) Notice 2016-36. Therefore, project payments and property transfers received from Moreno Valley are treated as contributions in aid of construction and as a result, the Income Tax Component of Contribution (“ITCC”) received from Moreno Valley for applicable Interconnection Facilities and Distribution Upgrades will be deemed taxable to SCE and non-refundable.
4. The Parties agree that the Globe IFA, Globe DSA, Iris IFA, Iris DSA, Nandina IFA and Nandina DSA will be terminated upon execution of this First Amendment, subject to Commission acceptance, and if requested to do so, Moreno Valley shall support a termination request at FERC.
5. All terms and conditions of the Kitching Street IFA and Kitching Street DSA shall remain in effect and in full force except where expressly amended by this First Amendment. In the event of a conflict between the terms of this First Amendment

Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

and the corresponding terms of the Kitching Street IFA and Kitching Street DSA, the terms of this First Amendment shall govern.

- 6. From and hereafter, references to the Kitching Street IFA and Kitching Street DSA shall mean the Kitching Street IFA and Kitching Street DSA as amended by this First Amendment.
- 7. The First Amendment shall become effective upon execution by the Parties subject to acceptance by FERC.
- 8. This First Amendment may be executed in one or more counterparts at different times, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same First Amendment.
- 9. The signatories hereto warrant and represent that they have been appropriately authorized to enter into this First Amendment on behalf of the Party for whom they sign and to bind their respective principals.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Kitching Street IFA and Kitching Street DSA in multiple originals, each of which taken together shall constitute an original effective agreement among the Parties. The Parties hereto have entered into this First Amendment as of the date listed above.

City of Moreno Valley

By: _____

Name: _____

Title: _____

Date: _____

Southern California Edison Company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

First Amendment revisions to the Kitching Street IFA and Kitching Street DSA

Red-line format

Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

Exhibit A

Title Page

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 906

FERC FPA Electric Tariff

**KITCHING STREET 115 KV INTERCONNECTION PROJECT
WHOLESALE DISTRIBUTION LOAD
INTERCONNECTION FACILITIES AGREEMENT**

BETWEEN

THE CITY OF MORENO VALLEY

AND

SOUTHERN CALIFORNIA EDISON COMPANY

Contract Effective Date: 10/01/2016

Tariff Record Proposed Effective Date:

05/01/2019xx/xx/2022

905.906.1

2

Version Number: 4516.0.0

WDT1249

___Option Code: A

Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

**KITCHING STREET 115 kV INTERCONNECTION PROJECT WHOLESALE
DISTRIBUTION LOAD
INTERCONNECTION FACILITIES AGREEMENT BETWEEN
CITY OF MORENO VALLEY
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

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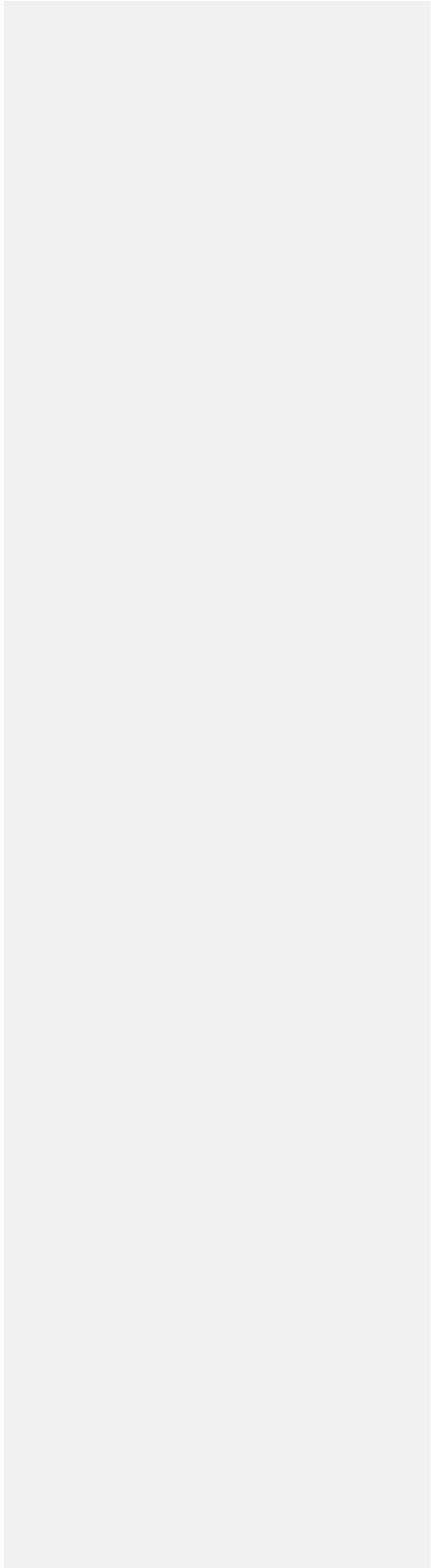
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**KITCHING STREET 115 kV INTERCONNECTION PROJECT WHOLESAL
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CITY OF MORENO VALLEY
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

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DRAFT



Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

**KITCHING STREET 115 kV INTERCONNECTION PROJECT WHOLESALE
DISTRIBUTION LOAD
INTERCONNECTION FACILITIES AGREEMENT BETWEEN
THE CITY OF MORENO VALLEY
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

1. Parties:

The Parties to this Interconnection Facilities Agreement are the City of Moreno Valley, (“Moreno Valley”), a municipality in the State of California, and Southern California Edison Company (“SCE”), a California corporation, hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

2. Recitals:

This Agreement is made with reference to the following facts, among others:

- 2.1. SCE is a California public utility engaged in the business of generating and transmitting electric energy in the States of Arizona, California, Nevada, and New Mexico. SCE is further engaged in the business of distributing such energy in the State of California.
- 2.2. Moreno Valley is a municipality in the ~~state~~State of California.
- 2.3. Moreno Valley submitted an interconnection request to SCE for interconnection and wholesale Distribution Service from the ISO Grid to ~~a new SCE-owned Karma~~ Karma 115 kV ~~substation~~Substation at Moreno Valley owned property located in Moreno Valley. Moreno Valley requested that SCE loop the Valley - Alessandro - Cajalco 115 kV transmission line into ~~the new SCE-owned Karma~~ Karma 115 kV ~~substation and~~Substation, proposed that Moreno Valley construct and own ~~a new 115/12 kV substation, the~~ Kitching Street Substation, and interconnect the ~~115/12 kV substation~~Kitching Street Substation to SCE's new 115 kV substation and transfer existing Wholesale Distribution Loads currently served under Moreno Valley's current interconnection facilities agreements and WDAT service agreements and also interconnect new load. Karma 115 kV Substation. The amount of Distribution Service originally requested ~~is~~was 5,000 kW for 2017, 10,000 kW for 2018, 15,000 kW for 2019, 20,000 kW for 2020 and 28,000 kW for 2021.
- 2.4. ~~Moreno Valley, on October 14, 2020 submitted a request to SCE to increase the~~ Distribution Service capacity limit at Karma 115 kV Substation from 28,000 kW to 40,000 kW by transferring 12,000 kW from existing Wholesale Distribution Loads served by Moreno Valley pursuant to interconnection facilities agreements with SCE. ~~As a result, Moreno Valley adjusted its five-year Wholesale Load forecast for years~~ 2022 through 2029 pursuant to Section 6.2 of its Service Agreement.
- ~~2.4-2.5.~~2.5. The Parties desire to enter into this Agreement and the Service Agreement to specify the terms for SCE to provide interconnection; for SCE to engineer, design, construct, install, own, operate and maintain the Interconnection Facilities and Distribution Upgrades; and for Moreno Valley to pay for such facilities; and for Moreno Valley to engineer, design, construct and install the ~~SCE-owned Karma~~ Karma 115 kV Substation.
- ~~2.5-2.6.~~2.6. SCE and Moreno Valley intend to execute a ~~WDAT~~ Service Agreement in connection with this Agreement to implement wholesale Distribution Service under SCE's

WDAT.

3. Agreement:

In consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

4. Definitions:

All terms with initial capitalization not otherwise defined herein shall have the meanings assigned to them in SCE's WDAT as that Tariff may be amended from time to time. The following terms, when used herein with initial capitalization, whether in the singular or the plural, shall have the meanings specified:

- 4.1. Accounting Practice: Generally accepted accounting principles and practices applicable to electric utility operations.
- 4.2. Agreement: This Kitching Street 115 kV Interconnection Project Interconnection Facilities Agreement between the City of Moreno Valley and Southern California Edison Company.
- 4.3. Alessandro Substation: SCE's 115/33/12 kV Substation located south of John F. Kennedy Drive and east of Perris Blvd. in Sunnymead, California.
- 4.4. ~~Annual Tax Security Reassessment: In accordance with the directives of FERC Orders 2003-A and 2003-B, the annual reassessment of the Current Tax Liability, which will commence the first year after Moreno Valley's In-Service date.~~
- 4.5-4.4. Cajalco Substation: ~~Substation~~ SCE's 115/12 kV Substation located on the north east corner of Newberry Road and Fairview Road, in Newberry, California.
- 4.6-4.5. Capital Additions: Any modifications to the SCE's Interconnection Facilities or to the Distribution Upgrades. Such modifications may be any Units of Property which are added to the SCE's Interconnection Facilities or Distribution Upgrades; the enlargement, modification or betterment of any Units of Property constituting a part of the SCE's Interconnection Facilities or Distribution Upgrades; or the replacement of any Units of Property constituting a part of the SCE's Interconnection Facilities or Distribution Upgrades, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; and the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost or the Distribution Upgrades Cost.
- 4.7-4.6. Capital Additions Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of Capital Additions.
- 4.8-4.7. Capital Additions Payment: The sum of the Capital Additions Cost, associated ITCC and associated One-Time Cost.
- 4.9-4.8. CPUC: The California Public Utilities Commission, or its regulatory successor.
- 4.10-4.9. Credit Provider: Provider of any Credit Support.
- 4.11-4.10. Credit Support: Parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Section 7.2.
- 4.12-4.11. Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities: The rate most recently adopted by the CPUC for application to SCE's retail electric customers

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for customer-financed added facilities, which does not compensate SCE for replacement of added facilities. The Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities is provided in Attachment J to SCE's WDAT Tariff.

- 4.12. Distribution Upgrades: Modifications or additions to the SCE's Distribution System necessary to facilitate the interconnection of Moreno Valley's distribution system to SCE's Distribution System to serve Moreno Valley's Wholesale Distribution Load set forth in the Service Agreement. Consistent with Section 2.10 of the WDAT, Distribution Upgrades shall be for the general benefit of all users of SCE's Distribution System. Distribution Upgrades are set forth in Exhibit A.
- 4.13. Distribution Upgrades Charge: The monthly charge to Moreno Valley to recover the revenue requirements for the Distribution Upgrades, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Distribution Upgrades Cost. The ~~Interconnection Facilities~~ Distribution Upgrades Charge is provided in Exhibit B.
- 4.14. Distribution Upgrades Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Exhibit B.
- 4.15. Distribution Upgrades In-Service Date: The date upon which the construction of the Distribution Upgrades is complete and such facilities are successfully tested and ready for service.
- 4.16. Distribution Upgrades Payment: The sum of the Distribution Upgrades Cost, associated with those Distribution Upgrades constructed by SCE, ITCC and One-Time Cost associated with the Distribution Upgrades. The Distribution Upgrades Payment is provided in Exhibit B.
- 4.17. FERC: Federal Energy Regulatory Commission, or its ~~regulatory~~ successor.
- 4.18. Governmental Authority: Any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Moreno Valley, SCE, or any Affiliate thereof.
- ~~4.18.~~4.19. Interconnection Facilities: Facilities, as specified in Exhibit A, owned by SCE to interconnect Moreno Valley distribution systems serving Moreno Valley's Wholesale Distribution Loads to ~~the~~ SCE's Distribution System, as such facilities may be modified during the term of this Agreement.
- ~~4.19.~~4.20. Interconnection Facilities Charge: The monthly charge to Moreno Valley to recover the revenue requirements for the Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Exhibit B.
- ~~4.20.~~4.21. Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Interconnection Facilities. The Interconnection Facilities Cost is provided in Exhibit B.
- ~~4.21.~~4.22. Interconnection Facilities In-Service Date: The date upon which the construction of the Interconnection Facilities is complete and such facilities are successfully tested

and ready for service.

- 4.22-4.23. Interconnection Facilities Payment: The sum of the Interconnection Facilities Cost, associated with those Interconnection Facilities constructed by SCE, and ITCC and One-Time Cost associated with the Interconnection Facilities. The Interconnection Facilities Payment is provided in Exhibit B.
- 4.23-4.24. ITCC: The Income Tax Component of Contribution ~~specified in the Preliminary Statement, Part M of SCE's tariff on file with the CPUC, applicable to the Interconnection Facilities Cost and the Capital Additions Cost.~~ shall have the meaning assigned to it in Attachment J of the Tariff. The ITCC applicable to the Interconnection Facilities Cost is provided in Exhibit B.
- 4.25. Karma 115 kV Substation: ~~The new 115 kV substation constructed by Moreno Valley and owned by SCE.~~
- 4.24-4.26. Kitching Street 115 kV Interconnection Project: (Project): All equipment and facilities comprising the ~~project~~Project, as disclosed by Moreno Valley in its 115 kV Interconnection Request, including but not limited to ~~Moreno Valley constructing a new 115 kV Substation, ("the Karma 115 kV Substation"), deeding the ownership of the Karma 115 kV Substation, which was constructed by Moreno Valley and deeded over to SCE. SCE looping~~looped the Valley-Alessandro-Cajalco 115 kV transmission line into ~~the new SCE-owned Karma 115 kV Substation. Moreno Valley constructing and owning a new 115/12 kV substation~~constructed and interconnecting the 115/12 kV substation~~now owns the Kitching Street Substation, which is interconnected to the new SCE-owned Karma 115 kV Substation and interconnecting existing and new load.~~
- 4.27. Kitching Street Substation: ~~The new 115/12 kV Substation constructed, owned, operated, and maintained by Moreno Valley.~~
- 4.28. Non-ISO-Controlled Facilities: ~~Distribution System facilities owned and controlled by SCE, which are used to serve the Distribution Customer's Wholesale Distribution Load.~~
- 4.25-4.29. One-Time Cost: All costs determined by SCE to be associated with the installation of Interconnection Facilities, Distribution Upgrades, or Capital Additions which are not capitalized. The Interconnection Facilities and/or Distribution Upgrades One-Time ~~Cost is~~Costs are provided in Exhibit B.
- 4.26-4.30. Removal Cost: The actual cost SCE incurs for the removal of the Interconnection Facilities and Distribution Upgrades, which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Interconnection Facilities.
- 4.27-4.31. Service Agreement: The Service Agreement ~~For~~for Wholesale Distribution Service between the Parties executed concurrently herewith.
- 4.28-4.32. Units of Property: As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this Agreement, and as such list may be amended from time to time.
- 4.29-4.33. Valley Substation: SCE's 500/115 kV Substation located at 26125 Menifee Rd, Romoland, CA, 92380.
- 4.30-4.34. WDAT: SCE's Wholesale Distribution Access Tariff, designated as FERC Electric Tariff, Volume No. 5, as such tariff may be amended or suspended.

5. Effective Date And Term:

- 5.1. This Agreement shall become effective upon the effective date ordered by FERC (“Effective Date”).
- 5.2. This Agreement shall terminate on the earliest of (i) the termination date of the Service Agreement, (ii) the date specified by Moreno Valley upon one hundred eighty (180) calendar days advance written notice to SCE if the notice of termination is received by SCE on or after the Interconnection Facilities In-Service Date (iii) the date specified by Moreno Valley upon thirty (30) calendar days advance written notice to SCE if the notice of termination is received by SCE before the Interconnection Facilities In-Service Date (iv) the date specified by SCE pursuant to Sections 9.11 or 14.4.
- 5.3. Any obligations of one Party to the other, including payment obligations, as a result of this Agreement, which accrued prior to or as a result of termination of this Agreement, shall survive termination.
- 5.4. If Moreno Valley has given notice of termination and a filing with FERC is required to terminate this Agreement, Moreno Valley shall support such filing before the FERC if requested by SCE.
- 5.5. Upon termination of this Agreement, Moreno Valley shall pay SCE any remaining balance owed for SCE’s costs incurred or irrevocably committed to be incurred pursuant to this Agreement as of the effective date of termination within sixty (60) calendar days following receipt of a billing from SCE requiring such payment. Such billing shall reflect all payments received by SCE, which shall be credited against the amount of SCE’s costs and expenses incurred or irrevocably committed to be incurred in accordance with this Agreement.

6. Agreement Pursuant To The WDAT:

This Agreement provides terms regarding [SCE’s Interconnection Facilities](#), and [Distribution System Upgrades](#) associated with wholesale Distribution Service pursuant to the WDAT. Accordingly, the rights and obligations of the Parties pursuant to this Agreement are subject to applicable provisions of the WDAT, including without limitation its provisions regarding indemnification and Uncontrollable Force, in addition to the provisions of this Agreement. In case of a conflict in the terms contained in this Agreement and the terms in the WDAT, the terms of the WDAT shall apply. Moreno Valley has read and is familiar with the terms of the WDAT.

7. Creditworthiness:

- 7.1. Upon the Effective Date and until all payment obligations of Moreno Valley to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Section 13.1, have been finally and irrevocably paid after the termination date pursuant to Section 5, Moreno Valley shall either maintain an unsecured long-term debt rating of A2 or higher from Moody’s Investor Service, Inc. (“Moody’s”) or A or higher from Standard and Poor’s Corporation (“S&P”) or provide and maintain additional security as described in Section 7.2 clauses (b) through (e).
- 7.2. Upon the Effective Date, Moreno Valley shall provide to SCE, in a form that is acceptable to SCE in its sole discretion, (a) evidence that Moreno Valley has one of the ratings specified in Section 7.1; (b) an unconditional and irrevocable guarantee of

Moreno Valley’s obligations that has an unsecured long-term debt rating of A2 or higher from Moody’s or A or higher from S&P, together with evidence of one of such ratings; (c) an unconditional and irrevocable letter of credit in US dollars from a depository institution organized under the laws of the United States of America or any State (or any domestic branch of a foreign bank), which (i) has either (A) a long-term unsecured debt rating of A or higher by S&P or A2 or higher by Moody’s or (B) a certificate of deposit rating of A-1+ by S&P and P-1 by Moody’s, and (ii) whose deposits are insured by FDIC, together with evidence of such ratings; (d) an unconditional and irrevocable surety bond in US dollars issued by an insurance company that has and maintains an Insurance Financial Strength rating of A2 or higher from Moody’s or A or higher from S&P, and is rated no less than A- (with a minimum size rating of VIII) by Best’s Insurance Guide and Key Ratings, together with evidence of such ratings or (e) other security that is acceptable to SCE in its sole discretion.

7.3. Until all payment obligations of Moreno Valley to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Sections 11.2, 13.1 and 14.2, have been finally and irrevocably paid after the termination date pursuant to Section 5, Moreno Valley shall provide to SCE, within ten (10) calendar days after June 30 and December 31 of each year, evidence of the then current applicable ratings of Moreno Valley or the Credit Provider of any Credit Support being maintained for the benefit of SCE hereunder; and if any such applicable rating is reduced at any time, Moreno Valley shall notify SCE in writing within five (5) calendar days after such reduction.

7.4. Any Credit Support provided hereunder shall be payable in at least the amount specified in Section 7.5, and shall be issued in favor of or for the benefit of SCE and its successors and assignees, and shall state that it may be drawn upon in whole or in part by SCE or its successors or assignees at any time (i) if a substitute Credit Support meeting the requirements of Section 7.2 is not provided within ten (10) calendar days after any reduction in the applicable rating of the Credit Provider meeting the requirements of Section 7.2 below the level specified herein; (ii) if a substitute Credit Support has not been provided at least thirty (30) calendar days before any expiration of the Credit Support; or (iii) upon any failure by Moreno Valley to make any payment required by this Agreement and the Service Agreement when due and following the expiration of any applicable cure period, pursuant to Section 14.4.

7.5. The amount available to be drawn under any Credit Support shall be equal to the amounts listed below. The disposition of any released Credit Support shall be directed by Moreno Valley.

7.5.1. In the event that SCE provides notice to Moreno Valley of its intent to remove Interconnection Facilities and Distribution Upgrades pursuant to Section 11.2, then within thirty (30) calendar days of receipt of such notice, Moreno Valley shall provide Credit Support to SCE in the total amount of \$502,639.00 for removal costs. The disposition of any released Credit Support shall be directed by Moreno Valley.

7.5.2. Moreno Valley shall provide Credit Support in the amounts, and on the dates as listed in the Credit Support table below, to cover the costs for constructing, procuring and installing ~~the~~ SCE’s Distribution Upgrades.

Due Date	Credit Support
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	Amount
9/1/2016 (Recv'd)	\$209,534.00
3/1/2017 (Recv'd)	\$248,459.00
6/1/2017 (Recv'd)	\$361,116.00
9/1/2017 (Not Req'd)	\$399,284.00
12/1/2017 (Not Req'd)	\$336,319.00
3/1/2018 (Not Req'd)	\$214,674.00
6/1/2018 (Not Req'd)	\$115,916.00
9/1/2018 (Not Req'd)	\$56,988.00
Total	\$1,942,290.00

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7.5.3. Interconnection Facilities: Moreno Valley shall provide Credit Support in the amounts, and on the dates as listed in the Credit Support table below, to cover the costs for constructing, procuring and installing the SCE's Interconnection Facilities.

Due Date	Credit Support Amount
9/1/2016 (Recv'd)	\$24,668.00
3/1/2017 (Recv'd)	\$29,250.00
6/1/2017 (Recv'd)	\$42,512.00
9/1/2017 (Not Req'd)	\$47,004.00
12/1/2017 (Not Req'd)	\$39,594.00
3/1/2018 (Not Req'd)	\$25,273.00
6/1/2018 (Not Req'd)	\$13,646.00
9/1/2018 (Not Req'd)	\$6,710.00
Total	\$228,657.00

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7.5.4. To the extent that any Credit Support is not utilized by the SCE, the release of such Credit Support shall be made in accordance with Moreno Valley's instruction.

7.6. In addition to the provisions described above, any Credit Support provided hereunder shall contain such terms, conditions, waivers, representations, covenants, and other provisions as may be customary for similar instruments delivered in the State of California, as approved by SCE in its reasonable discretion.

~~8. Security Amount for Estimated Tax Liability. Moreno Valley's estimated tax liability is as follows:~~

~~8. The estimated tax liability for SCE's [This Section intentionally omitted.]~~

~~8.1. **Interconnection Facilities** = The sum of the product of (i) the applicable ITCC rate for the year payments are anticipated to be received, and (ii) the total of the payments anticipated to be received for the Interconnection Facilities Cost for that year.~~

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Year(s) payments anticipated to be received	Applicable ITCC rate	Total anticipated payments received for Interconnection Facilities	ITCC for SCE's Interconnection Facilities

		Cost	
2016 & 2017	See Section 4.4 of Attachment J to the Tariff*	\$143,434.00	\$31,555.48
2018	See Section 4.4 of Attachment J to the Tariff*	\$3,744,310.00	\$898,634.40
Total		\$3,887,744.00	\$930,189.88

~~8.2.9. The estimated tax liability for SCE's Distribution Upgrades = The sum of the product of (i) the applicable ITCC rate for the year payments are anticipated to be received, and (ii) the total of the payments anticipated to be received for the Distribution Upgrades Cost for that year.~~

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Year(s) payments anticipated to be received	Applicable ITCC rate	Total anticipated payments received for Distribution Upgrades Cost	ITCC for SCE's Distribution Upgrades
2016 & 2017	See Section 4.4 of Attachment J to the Tariff*	\$1,218,393.00	\$268,046.46
2018	See Section 4.4 of Attachment J to the Tariff*	\$723,897.00	\$173,735.28
Total		\$1,942,290.00	\$441,781.74

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the Wholesale Distribution Access Tariff as of the Effective Date and is available at the following link: <https://www.sce.com/openaccess>

Based upon the total estimated tax liability, Moreno Valley shall provide to SCE cash amounts shown in the table shown in Exhibit C.

Upon notification of the Annual Tax Security Reassessment, Moreno Valley shall modify its Tax Security accordingly. If the Annual Tax Security Reassessment results in a deficiency in the Tax Security amount, Moreno Valley will be required to increase its Tax Security amount within 30 days after receipt of the deficiency notification. If the Annual Tax Security Reassessment results in a reduction of the Tax Security amount, Moreno Valley may choose to reduce its Tax Security amount or maintain the Tax Security in the current amount for the following year.

The Annual Tax Security Reassessment will be calculated utilizing the following methodology:

- 1) Tax Assessment Event:

~~((Current Tax Rate x (Gross income - NPV Tax Depreciation)) + Interest)/(1 - Current Tax Rate)~~

~~2) Subsequent Taxable Event:~~

~~(Current Tax Rate x (Replacement Facility Cost - NPV Tax Depreciation))/(1 - Current Tax Rate)~~

~~Moreno Valley's obligation to provide Tax Security shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by SCE upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Section 8 of this IFA. Upon termination of Moreno Valley's obligation to provide Tax Security, and SCE's receipt of Moreno Valley's written instructions regarding the release of any unused Tax Security, any unused amount of the Tax Security shall be released to Moreno Valley.~~

~~9. Interconnection Facilities:~~

- ~~9.1. Moreno Valley is responsible for engineering and constructing the Karma 115 kV Substation, at its cost, as set forth in Exhibit A hereof under the caption Karma 115 kV Substation - Scope of Work by Moreno Valley.~~
- ~~9.2. Moreno Valley shall own the land associated with the Karma 115 kV Substation and shall grant SCE all necessary easements pursuant to Section 9.8.~~
- ~~9.3. Moreno Valley shall make all necessary arrangements for easements required in order for SCE to comply with its obligations under this Agreement. SCE shall provide forms of easement agreements for execution by affected property owners. Notwithstanding any other provision of this Agreement, SCE shall have no obligation to install the Interconnection Facilities prior to the effective date of such easement agreements.~~
- ~~9.4. SCE is responsible for performing the Scope of Work by SCE as set forth in Exhibit A pursuant to Good Utility Practice and apply for any regulatory approvals necessary for the construction, operation and maintenance of the Interconnection Facilities and Distribution Upgrades.~~
- ~~9.5. The Scope of Work by SCE as set forth in Exhibit A is based on the assumption that the project is GO-131D exempt and a permit to construct from the CPUC is not needed. If the project is not GO-131D exempt, a permit to construct needed, or additional licensing or permitting work is required by SCE, this may delay the project's in-service date.~~
- ~~9.6. SCE shall use commercially reasonable efforts to complete the Scope of Work by SCE as set forth in Exhibit A hereof, successfully test and declare ready for service the described facilities -on or before twenty seven (27) months from receipt of payments pursuant to Section 12 and Exhibit C herein. However, Moreno Valley understands and acknowledges that such dates are only estimates and that following the Effective Date, and the associated engineering kick-off meeting, the twenty seven (27) month timeline above may be shortened. Also, equipment and material lead times, labor availability, outage coordination, regulatory approvals, or other unforeseen events could delay the actual in-service date(s) beyond those specified. SCE's efforts to complete the Scope of Work by SCE is contingent upon Moreno~~

Valley's timely completion of the work required to be performed by it in accordance with Section 9.1; thus, any delay by Moreno Valley in performing ~~Work To Be Performed By~~ work to be performed by Moreno Valley as described in Exhibit A may cause delay in completion of the Scope of Work by SCE.

- 9.7. SCE shall own, operate and maintain the Karma 115 kV Substation.
- 9.8. Moreno Valley shall transfer the ownership of the Karma 115 kV Substation and facilities as described in Exhibit A, hereof, to SCE within forty-five (45) calendar days following completion of the Karma 115 kV Substation. SCE will not energize the facilities necessary to provide interconnection to Moreno Valley until Moreno Valley transfers the ownership of the Karma 115 kV Substation to SCE.
- 9.9. Moreno Valley shall grant to SCE all necessary easements, which will allow SCE the right to operate, maintain, repair, and access the Karma 115 kV Substation. SCE will not energize the facilities necessary to provide interconnection to Moreno Valley until Moreno Valley transfers the ownership of the Karma 115 kV Substation to SCE.
- 9.10. The maximum capacity of the Interconnection Facilities and Distribution Upgrades made available by SCE to Moreno Valley for the purpose of interconnecting and delivering energy and other services from the ISO under this Agreement shall be 2840.0 MW. Moreno Valley acknowledges that if Moreno Valley wishes to increase the amount of Distribution Service provided pursuant to this Agreement and the Service Agreement, Moreno Valley shall be required to submit a new application for Distribution Service in accordance with the terms and conditions of the WDAT.
- 9.11. Moreno Valley shall not cause its distribution systems serving other Wholesale Distribution Loads and developments to operate in parallel with or to interconnect to any other electrical facilities, which facilities shall include, but not be limited to, Moreno Valley's distribution systems served under other WDAT interconnection facilities agreements or service agreements, any generating facilities, other SCE facilities, or any facilities served by other electric utilities without receiving prior review and authorization from SCE. If Moreno Valley fails to comply with the requirements set forth in this Section 9, then SCE shall have the right to terminate this Agreement, subject to FERC acceptance or approval.
- 9.12. Moreno Valley shall cause its electrical facilities to be a balanced system across all three phases.
- 9.13. This Agreement governs the facilities required to interconnect Moreno Valley's distribution system serving Moreno Valley Wholesale distribution system to SCE's electrical system pursuant to the WDAT and as described herein. Moreno Valley shall be responsible for making all necessary operational arrangements with the ISO, including, without limitation, arrangements for obtaining transmission service from the ISO, and for scheduling delivery of energy and other services from the ISO Grid.

10. Capital Additions:

- 10.1. SCE shall engineer, design, construct, install, own, operate and maintain all Capital Additions pursuant to Good Utility Practice.
- 10.2. Except as otherwise provided in Section 10.3, whenever Capital Additions are required by SCE pursuant to Good Utility Practice (which may include compliance with system or regulatory requirements), Moreno Valley shall pay all charges

associated with such Capital Additions in accordance with Section 13.

- 10.3. In the event that Capital Additions are required in order to benefit SCE, or because of damage caused by negligence or willful misconduct of SCE, Moreno Valley shall not bear cost responsibility for such Capital Additions. No adjustment will be made to the Interconnection Facilities Cost or the Distribution Upgrades Cost, and no Capital Additions Cost, ITCC, or One-Time Cost will be charged to Moreno Valley for such Capital Additions.

11. Removal Of Interconnection Facilities and Distribution Upgrades:

- 11.1. Following termination of this Agreement, SCE will remove the Interconnection Facilities from service to Moreno Valley, and may at its discretion remove certain Distribution Upgrades from service.
- 11.2. On or before the date one year following termination of this Agreement, SCE shall notify Moreno Valley whether SCE intends to physically remove the Interconnection Facilities, Distribution Upgrades, or any part thereof. If SCE intends to physically remove the Interconnection Facilities, Distribution Upgrades, or any part thereof, then SCE shall physically remove such facilities within two years from the date of notification of intent, and Moreno Valley shall pay the Removal Cost in accordance with Sections 13.1 and 14.2. If SCE does not intend to physically remove the Interconnection Facilities, Distribution Upgrades, or any part thereof, then Moreno Valley shall have no obligation to pay such Removal Cost and such Removal Cost security provided pursuant to Section 7.5.1 will be returned to Moreno Valley.

12. Other Taxes:

Moreno Valley shall be solely responsible for any taxes (including, but not limited to, property tax, sales and use tax, excise tax, and document transfer tax) that are asserted against any payments or asset transfers made by Moreno Valley to SCE under this Agreement for Interconnection Facilities, Distribution Upgrades, and Capital Additions. SCE and Moreno Valley shall cooperate in good faith to appeal, protest, seek abatement of, or otherwise contest other taxes associated against payments or asset transfers made by Moreno Valley to SCE under this Agreement for Interconnection Facilities, Distribution Upgrades, and Capital Additions.

13. Charges:

- 13.1. Moreno Valley shall pay to SCE the following charges in accordance with this Agreement: (a) Interconnection Facilities Payment; (b) Interconnection Facilities Charge; (c) Distribution Upgrades Payment; (d) Distribution Upgrades Charge; (e) Capital Additions Payment; (f) any reimbursable FERC fees pursuant to Section 19.3; (g) Removal Cost pursuant to Section 14.2; (h) other taxes pursuant to Section 12; and (i) termination charges pursuant to Section 5.5.
- 13.2. The Interconnection Facilities Cost, Distribution Upgrades Cost, Capital Additions Cost, One-Time Cost, ITCC and Removal Cost shall be compiled in accordance with Accounting Practice.
- 13.3. If, during the term of this Agreement, SCE executes an agreement to provide service to another entity (other than retail load) which contributes to the need for the

Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on SCE's cost allocation principles in effect at such time and shall be subject to FERC approval.

14. Billing And Payment:

14.1. Billing Procedure.

- 14.1.1. Except as otherwise specifically provided herein, commencing on or following the Effective Date, SCE will render bills to Moreno Valley for charges under this Agreement, and Moreno Valley shall pay such bills, in accordance with the Billing and Payment provisions of the WDAT.
- 14.1.2. Moreno Valley shall make payments to SCE for the Interconnection Facilities Payment and Distribution Upgrade Payment according to the payment schedule shown in Exhibit C. The amount of such Interconnection Facilities Payment and Distribution Upgrade Payment is based on SCE's cost estimates and shall be subject to later adjustment pursuant to Sections 14.1.9.3 and 14.1.9.4.
- 14.1.3. Commencing on or following the Interconnection Facilities and Distribution Upgrades In-Service Date, each month SCE will render bills to Moreno Valley for the Interconnection Facilities Charge and Distribution Upgrades Charge. The Interconnection Facilities Charge and Distribution Upgrades Charge payments shall initially be based on the estimated Interconnection Facilities Cost and Distribution Upgrades Cost and such payments shall be subject to later adjustment pursuant to Sections 14.1.9.3 and 14.1.9.4. The Interconnection Facilities Charge and Distribution Upgrades Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.
- 14.1.4. SCE will bill Moreno Valley for the Capital Additions Payment prior to commencing any work on any Capital Additions in accordance with Section 10.2; provided that, at SCE's sole discretion, SCE may bill Moreno Valley for the Capital Additions Payment after commencing such work if SCE determines that Capital Additions are required in accordance with safety or regulatory requirements or to preserve system integrity or reliability. Such billing shall initially be based on SCE's cost estimates and shall be subject to later adjustment pursuant to Sections 14.1.9.1 and 14.1.9.2.
- 14.1.5. Except as otherwise provided in Section 10.3, if certain Interconnection Facilities or Distribution Upgrades are removed to accommodate such Capital Additions and such removal results in a change in the Interconnection Facilities Cost or the Distribution Upgrade Cost, the Interconnection Facilities Charge or the Distribution Upgrade Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in the Interconnection Facilities Cost or the Distribution Upgrade Cost.
- 14.1.6. Except as otherwise provided in Section 10.3, if such Capital Additions result in an increase in the Interconnection Facilities Cost or the Distribution Upgrades Cost, then the Interconnection Facilities Charge or the Distribution Upgrades Cost, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.

- 14.1.7. Commencing on the Effective Date, SCE will render bills to Moreno Valley for any reimbursable FERC fees in accordance with Section 19.3. Such billing shall be for any reimbursable FERC fees or costs incurred since the preceding billing.
- 14.1.8. Within twelve (12) months following the earlier of 1) the date Moreno Valley transfers ownership of the Karma 115 kV Substation to SCE, or 2) the Karma 115 kV Substation in-service date, Moreno Valley shall determine the actual recorded cost of the Karma 115 kV Substation, and provide SCE with a final accounting.
- 14.1.9. Within twelve (12) months following the Interconnection Facilities and Distribution Upgrades In-Service Date or the in-service date of any Capital Additions, as the case may be, SCE shall determine the actual recorded Interconnection Facilities Cost, Distribution Upgrade Cost, or the Capital Additions Cost, including the associated One-Time Cost and ITCC, and provide Moreno Valley with a final invoice.
- 14.1.9.1. If the amounts paid for the estimated Interconnection Facilities Payment, Distribution Upgrades Payment, or the Capital Additions Payment are less than the amounts due for the Interconnection Facilities Payment, Distribution Upgrades Payment, or the Capital Additions Payment as determined from the actual recorded Interconnection Facilities Cost, Distribution Upgrades Cost, or the Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will bill Moreno Valley for the difference between the amounts previously paid by Moreno Valley and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 14.1.9.2. If the amounts paid for the estimated Interconnection Facilities Payment, Distribution Upgrades Payment, or the Capital Additions Payment are greater than the amounts due for the Interconnection Facilities Payment, Distribution Upgrades Payment, or the Capital Additions Payment as determined from the actual recorded Interconnection Facilities Cost, Distribution Upgrades Cost, or the Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will refund Moreno Valley the difference between the amounts previously paid by Moreno Valley and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 14.1.9.3. If the amounts paid for the Interconnection Facilities Charge or the Distribution Upgrades Charge are less than the amounts due for the Interconnection Facilities Charge or Distribution Upgrades Charge as determined from the actual recorded Interconnection Facilities Cost or the Distribution Upgrades Cost, SCE will bill Moreno Valley for the difference between the amounts previously paid by Moreno Valley and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- 14.1.9.4. If the amounts paid for the Interconnection Facilities Charge or Distribution Upgrades Charge are greater than the amounts due

for the Interconnection Facilities Charge or Distribution Upgrades Charge as determined from the actual recorded Interconnection Facilities Cost or the Distribution Upgrades Cost, SCE will credit Moreno Valley the difference between the amounts previously paid by Moreno Valley and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

- 14.1.10. Charges for payments upon termination shall be billed and paid as provided in Section 5.

14.2. Removal Cost.

- 14.2.1. If, in accordance with Section 10.2, SCE decides to physically remove the Interconnection Facilities and/or Distribution Upgrades, SCE shall render a bill to Moreno Valley for the Removal Cost. Moreno Valley shall pay the Removal Cost in accordance with Section 13.1. Such billing shall be initially based on SCE's estimate of the Removal Cost. Within 12 months following the removal of the Interconnection Facilities and/or Distribution Upgrades, SCE shall determine the recorded Removal Cost and provide Moreno Valley with a final invoice.
- 14.2.2. If the amount paid for the Removal Cost is less than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will bill Moreno Valley for the difference between the amount previously paid by Moreno Valley and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 14.2.3. If the amount paid for the Removal Cost is greater than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will refund Moreno Valley the difference between the amount previously paid by Moreno Valley and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.

14.3. Interest On Unpaid Balances.

Interest on any unpaid amounts shall be calculated in accordance with the methodology specified in the Interest on Unpaid Balances provision of the WDAT.

14.4. Default And Billing Dispute.

Any default or billing dispute shall be handled in accordance with the methodology specified in the Customer Default provision of the WDAT, including, without limitation, the provision for termination upon default, subject to FERC approval.

15. Addresses For Billing And Payment:

- 15.1. All payments to be made by Moreno Valley to SCE shall be sent to:

Southern California Edison Company
 Accounts Receivable
 Box 600
 Rosemead, California 91770-0600

SCE may, at any time, by written notice to Moreno Valley pursuant to Section 6 of the Service Agreement for Wholesale Distribution Service, change the address to which payments will be sent.

- 15.2. All billings to be presented by SCE to Moreno Valley shall be sent to:

City of Moreno Valley
 Moreno Valley Utility
 Attn: Electric Utility Division Manager
 14177 Frederick Street
 Moreno Valley, CA 92552-0805

Moreno Valley may, at any time, by written notice to SCE pursuant to Section 6 of the Service Agreement for Wholesale Distribution Service, change the address to which billings will be sent.

16. Disputes:

With the exception of any billing dispute as provided pursuant to Section 14.4 herein, or as otherwise limited by law, the Dispute Resolution Procedures set forth in the WDAT shall apply to all disputes between Moreno Valley and SCE which arise under this Agreement; provided, however, that the Dispute Resolution Procedures set forth in the WDAT shall not apply as to disputes regarding whether rates and charges set forth in this Agreement are just and reasonable under the Federal Power Act.

17. Audits:

- 17.1. SCE will maintain records and accounts of all costs incurred in sufficient detail to allow verification of all costs incurred, including, but not limited to, labor and associated labor burden, material and supplies, outside services, and administrative and general expenses.
- 17.2. Moreno Valley shall have the right, upon reasonable notice, at a reasonable time at SCE's offices and at its own expense, to audit SCE's records and accounts as necessary and as appropriate in order to verify costs incurred by SCE. Any audit requested by Moreno Valley shall be limited to the costs reflected in the final invoice as set forth in Sections 14.1.8 or 14.2.1, and shall be completed, and written notice of any audit dispute provided to SCE pursuant to Section 6 of the Service Agreement, within one hundred eighty (180) calendar days following receipt by Moreno Valley of such final invoice.

18. Operating Representatives:

The responsibilities assigned to the Operating Representatives appointed pursuant to Section

3 of Attachment B to the Tariff shall extend to the activities required under this Agreement.

19. Regulatory Authority:

- 19.1. No later than thirty (30) calendar days following the execution of this Agreement, SCE shall tender this Agreement for filing with FERC with a request that it be made effective upon acceptance without suspension, and Moreno Valley shall support SCE in obtaining all necessary authorizations and approvals for this Agreement.
- 19.2. Nothing contained herein shall be construed as affecting in any way: (i) the right of SCE to unilaterally make application to the FERC for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 205 of the Federal Power Act and pursuant to the Rules and Regulations promulgated by FERC thereunder; (ii) the right of Moreno Valley to oppose such changes under Section 205 of the Federal Power Act; (iii) the right of Moreno Valley to file a complaint requesting a change in rates, charges, classification, or service, or any rule, regulation or contract relating thereto, or rate methodology or design relating to services provided hereunder, under Section 206 of the Federal Power Act and pursuant to the rules and regulations promulgated by the FERC thereunder; or (iv) the right of SCE to oppose such complaint by Moreno Valley under Section 206 of the Federal Power Act. Any change shall become effective pursuant to Section 205 of the Federal Power Act.
- 19.3. Moreno Valley shall reimburse SCE for all fees and charges imposed on SCE by the FERC attributable to the service provided under this Agreement and the Service Agreement, or any amendments thereto.

20. No Dedication Of Facilities:

Any undertaking by one Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of the undertaking Party to the public or to the other Party, and it is understood and agreed that any such undertaking by a Party shall cease upon the termination of its obligations hereunder.

21. No Third Party Rights:

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established hereunder.

22. Relationship Of Parties:

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party.

without such other Party's express written consent.

23. Waivers:

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or other matter arising in connection therewith. Any delay, short of any statutory period of limitation, in asserting or enforcing any right, shall not be deemed a waiver of such right.

24. Governing Law:

Except as otherwise provided by federal law, this Agreement shall be governed by and construed in accordance with, the laws of the state of California.

25. Notices:

Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, shall be made in accordance with Section 6 of the Service Agreement.

26. Severability:

In the event that any term, provision, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court, arbitration, or regulatory authority having jurisdiction, the invalidity of such term, covenant or condition shall not affect the validity of any other term, provision, condition or covenant and such term, provision, covenant or condition shall remain in force and effect as applied to this Agreement to the maximum extent permitted by law. The Parties hereto further agree to negotiate in good faith to establish new and valid terms, conditions and covenants to replace any found invalid so as to place each Party as nearly as possible in the position contemplated by this Agreement.

27. Confidentiality:

Confidential Information shall include, without limitation, all information that is identified as confidential by the disclosing Party relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either Party to the other Party prior to the Effective Date of this Agreement.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Section 28 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each

Party shall be responsible for the costs associated with affording confidential treatment to its information.

- 27.1. Term. During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Section 27, each Party shall hold in confidence and shall not disclose to any person Confidential Information.
- 27.2. Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement; or (6) is required, in accordance with Section 27.7 of this Agreement, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.
- 27.3. Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, affiliates (limited by the Standards of Conduct requirements set forth in Part 358 of FERC's Regulations, 18 C.F.R. 358), subcontractors, or to parties who may be or are considering providing financing to or equity participation with the disclosing Party, or to potential purchasers or assignees of the disclosing Party, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Section 27 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 27.
- 27.4. Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 27.5. No Warranties. The mere fact that a Party has provided Confidential Information does not constitute a warranty or representation as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

- 27.6. **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.
- 27.7. **Order of Disclosure.** If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 27.8. **Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) calendar days of receipt of a written request from the other Party, use reasonable efforts to destroy, erase, or delete (with such destruction, erasure, or deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.
- 27.9. **Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's breach of its obligations under this Section 27. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party breaches or threatens to breach its obligations under this Section 27, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 27, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 27.
- 27.10. **Disclosure to FERC, its Staff, or a State.** Notwithstanding anything in this Section 27 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by

FERC and its staff and that the information be withheld from public disclosure. Each Party is prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC or its staff. Each Party shall notify the other Party to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

- 27.11. Subject to the exception in Section 27.10, Confidential Information shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a balancing authority area operator including disclosing the Confidential Information to a regional transmission organization or the ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

28. Entire Agreement:

This Agreement and the Service Agreement constitute the complete and final expression of the agreement between the Parties and are intended as a complete and exclusive statement of the terms of their agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements which may have been made in connection with the subject matter of this Agreement and the Service Agreement.

29. Ambiguities:

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but will be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.

30. **Signature Clause:**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of the 8th day of September, 2016.

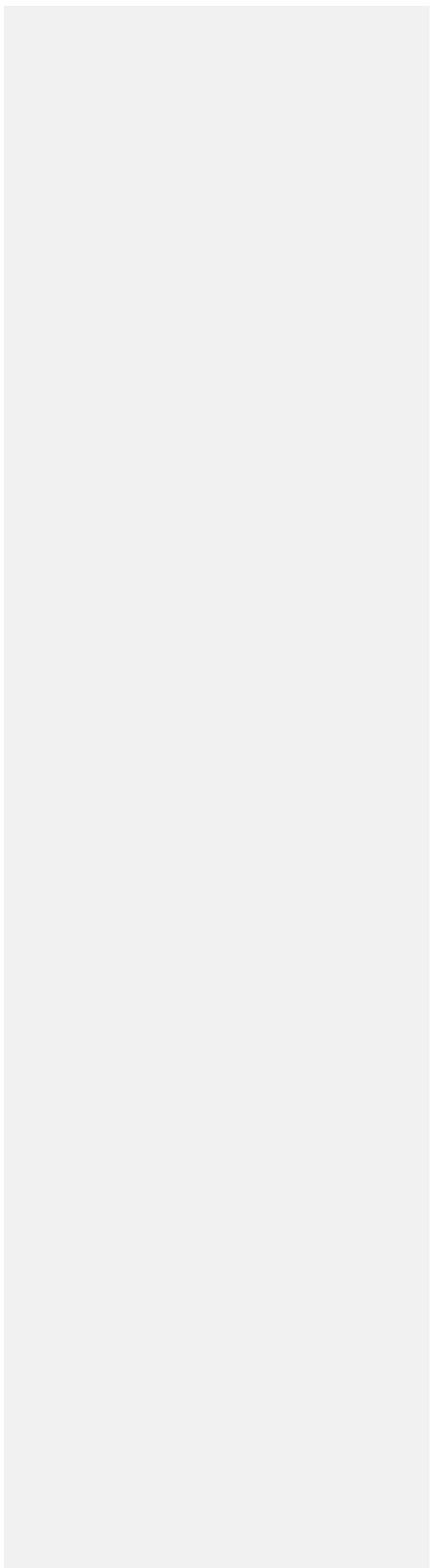
SOUTHERN CALIFORNIA EDISON COMPANY

By: /s/ Robert G. Woods
Name: R. G. Woods
Title: Managing Director

CITY OF MORENO VALLEY

By: /s/ Michelle Dawson
Name: Michelle Dawson
Title: City Manager

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Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

Exhibit A

Interconnection Facilities and Distribution Upgrades Description

1. Substation:
 - a. Karma 115 kV Substation – Scope of Work by Moreno Valley
 - i. Engineer and construct a 115kV interconnection facility, arranged in a three-element ring-bus configuration to provide service to interconnect one 115 kV Moreno Valley owned transmission line, including, but not limited to the following:
 1. Install three (3) 115 kV, 2000A, 40KA circuit breakers with associated structures and foundations.
 2. Install 69/115 kV, 115/69 kV and 115/69 kV potential transformers for relay potential of the L90 and SEL-311L relays. Communication between relays can be direct fiber, but must be diversely routed through conduit (25 foot separation minimum) from Kitching Street Substation.
 3. Install one (1) 115 kV ring bus switchyard structure with associated foundations.
 4. Install seven (7) sets of 115 kV, 2000A, three pole group-operated vertical mounted disconnect switches.
 5. Install a Mechanical Electrical Equipment Room (“MEER”) according to SCE standards and include the following:
 - a. Install One (1) G.E. L90 relay and one (1) SEL-311L relay on a 19 inch rack for the new Valley – Karma – Alessandro 115 kV line protection.
 - b. Install two (2) G.E. F35 relays (or equivalent relays as approved by SCE) on a 19 inch rack for Moreno Valley – Karma 115 kV line protection.
 - c. Install two (2) 19 inch racks for Distribution Provider’s telecommunication equipment.
 - d. Install one (1) 19 inch rack for Distribution Provider’s RTU.
 - e. Install lightwave, channel and associated equipment at Karma 115 kV Substation out-of the communications room of the new MEER at Karma 115 kV Substation.
 6. Provide required data signals, make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the SCE’s RTU in accordance with ~~the~~SCE’s Interconnection Handbook.
 7. Make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the SCE’s telecommunications terminal equipment in accordance with ~~the~~SCE’s Interconnection Handbook.
 8. Install a revenue metering cabinet and revenue metering equipment (typically, voltage and current transformers) at the Karma 115 kV Substation to meter the Wholesale Load, as specified by the SCE.

9. Allow the SCE to install, in the revenue metering cabinet provided by Moreno Valley, revenue meters and appurtenant equipment required to meter the Wholesale ~~load~~Load.
 10. Acquire approximately 168 feet by 140 feet (includes land for MEER), and 10 feet of outside fence perimeter for the construction of the Karma 115 kV Substation.
 11. Perform all required activities related to the licensing, permitting and environmental work associated with the Karma 115 kV Substation and include all necessary SCE facilities and land associated with the Valley - Alessandro – Cajalco 115 kV line loop into Karma 115 kV Substation in any pertinent licensing, permitting and environmental documents.
- ii. All work to be performed using SCE approved contractors and shall be according to SCE engineering, design, layout, materials and construction standards.
- b. Kitching ~~Street~~ Substation – Scope of Work by Moreno Valley:
 - i. Install one (1) SEL-311L relay and one (1) L90 relay compatible with relays at Karma 115 kV Substation.
 - ii. Communication between relays can be direct fiber, but must be diversely routed through conduit (25 foot separation minimum) from Karma 115 kV Substation.
- c. Karma 115 kV Substation – Scope of Work by SCE
 - i. Review the complete engineering and design drawings and bills of materials submitted by Moreno Valley to verify their compliance with the SCE engineering and design standards.
 - ii. Install one (1) ~~Remote Terminal Unit (RTU)~~remote terminal unit (“RTU”).
 - iii. Inspect the site during construction to verify compliance with SCE Materials and Construction Standards.
 - iv. Loop the Valley – Alessandro – Cajalco 115 kV line into the Karma 115 kV Substation and form the two new Valley – Cajalco – Karma and Alessandro - Karma 115kV Lines.
 - v. Test the substation, circuit breakers, facilities, relay protection, telecommunication equipment, controls, and all appurtenant equipment.
 - d. Valley Substation – Scope of Work by SCE
 - i. Upgrade the line protection relay settings on the Valley – Alessandro - Cajalco 115kV Line Position. This line will become the new Valley – Cajalco - Karma 115kV Line.
 - e. Cajalco Substation – Scope of Work by SCE
 - i. Upgrade the line protection relays setting on the Valley – Alessandro – Cajalco 115 kV line position. This line will become the new Valley – Cajalco - Karma 115 kV line.
 - f. Alessandro Substation – Scope of Work by SCE
 - i. Upgrade the line protection relays on the Valley – Alessandro – Cajalco 115 kV line position. This line will become the new Alessandro - Karma 115 kV line.
 - ii. Remove existing relay protection and install one (1) G.E. L90 relay and one (1) SEL-311L relay.

2. Sub-Transmission – Scope of Work by SCE:
 - a. Valley – Alessandro – Cajalco 115kV Line
 - i. Install one (1) double circuit tubular steel pole on existing circuit.
 - ii. Install loop for Karma 115 kV Substation on existing 115 kV line.
 - iii. Install 1,500 feet of 954 SAC conductor for the loop.
 - b. Update system diagrams and drawings to reflect the addition of the Karma 115 kV Substation and the new Valley – Cajalco - Karma and Alessandro - Karma 115 kV lines.
3. Telecommunications – Scope of Work by SCE:
 - a. Install lightwave, channel and associated equipment at Valley, Cajalco and Alessandro Substations, build out of the communications facilities in the new MEER at Karma 115 kV Substation.
 - b. Install two (2) diverse paths (Path A and Path B) from the two (2) SCE installed vaults outside Karma 115 kV Substation to the Karma 115 kV Substation MEER as follows:
 - i. Path A: Install approximately 675 feet of new conduit of overhead fiber optic cable on existing SCE poles, a first vault and 250 feet of single mode fiber optic cable to the inside of the Karma 115 kV Substation MEER.
 - ii. Path B: Install approximately 1000 feet of new underground fiber optic cable in new ECS conduit, a second vault and 200 feet of single mode fiber optic cable to the inside of the Karma 115 kV Substation MEER.
4. Metering Services Organization – Scope of Work by SCE:
 - a. Install 115 kV metering units at Karma 115 kV Substation to meter Moreno Valley's Wholesale load.
5. Power System Control – Scope of work by SCE:
 - a. Install a full size real-time RTU to monitor and control as follows:
 - i. MW and MVAR on the incoming SCE Lines
 - ii. MW and MVAR on the outgoing Moreno Valley Line
 - iii. Bus Voltage
 - iv. Circuit Breaker Status
 - v. Circuit Beaker Control
 - vi. Protection Relays Status
 - vii. Alarms Status
 - viii. Add the points to existing HMI at Alessandro Substation
 - ix. Upgrade points to energy management system
6. Corporate Real Estate – Scope of Work by SCE
 - a. Perform all required activities necessary to support the new-Karma 115 kV Substation and to loop in the existing Valley – Alessandro - Cajalco 115 kV line into Karma 115 kV Substation.

Exhibit B

Interconnection Facilities ~~Cost~~ and Distribution Upgrades ~~Cost~~Costs

1. Estimated Interconnection Facilities Cost and Distribution Upgrades Cost

Element	Interconnection Facilities Cost <u>Subject to O&M and ITCC</u>	Distribution Upgrades Cost <u>Subject to O&M and ITCC</u>	One-Time Cost <u>Not Subject to O&M and ITCC</u>	Project Payment Amount	ITCC
SCE-Constructed Facilities					
• Karma 115 kV Substation	\$0.00	\$0.00	\$933,156.00	\$933,156.00	
• Alessandro Substation	\$0.00	\$411,281.00	\$0.00	\$411,281.00	
• Sub-Transmission Line (Loop Valley Loop Valley-Alessandro-Cajalco 115 kV line into Karma Sub.)	\$0.00	\$380,889.00	\$0.00	\$380,889.00	
• Telecommunications & Edison Carrier Solutions ("ECS")	\$0.00	\$1,083,989.00	\$0.00	\$1,083,989.00	
• Metering	\$36,746.00	\$0.00	\$0.00	\$36,746.00	
• Power System Control	\$76,872.00	\$0.00	\$36,810.00	\$113,682.00	
• Corporate Real Estate	\$115,039.00	\$0.00	\$0.00	\$115,039.00	
• Corporate Environmental Services	\$0.00	\$66,131.00	\$0.00	\$66,131.00	
Subtotal	\$228,657.00	\$1,942,290.00	\$969,966.00	\$3,140,913.00	\$493,790.74
Moreno Valley-Constructed, SCE Owned Facilities					
• Deeded Facilities (Karma 115 kV Substation)	\$3,659,087.00	\$0.00	\$0.00	\$3,659,087.00	\$878,180.88
Subtotal	\$3,659,087.00	\$0.00	\$0.00	\$3,659,087.00	\$878,180.88
Total	\$3,887,744.00	\$1,942,290.00	\$969,966.00	\$6,800,000.00	\$1,371,971.62

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Estimated Interconnection Facilities Cost = (SCE-Constructed Interconnection Facilities Cost + One-Time Cost associated with SCE-Constructed Interconnection Facilities Cost + ITCC associated with SCE-Constructed Interconnection Facilities Cost + + Moreno Valley Constructed, SCE Owned Interconnection Facilities Cost + ITCC associated with Moreno Valley Constructed, SCE Owned Interconnection Facilities Cost) = \$228,657.00 + \$0.00 + \$52,009.00 + \$3,659,087.00 + \$878,180.88 = \$4,817,933.88

Estimated Distribution Upgrades Cost = (SCE-Constructed Distribution Upgrades Cost + One-Time Cost associated with SCE-Constructed Distribution Upgrades Cost + ITCC associated with SCE-Constructed Distribution Upgrades Cost) = \$1,942,290.00 + \$969,966.00 + \$441,781.74 = \$3,354,037.74

2. Actual Interconnection Facilities ~~Cost~~ and Distribution Upgrades ~~Cost~~Costs

Element	Interconnection Facilities Cost <u>Subject to O&M and ITCC</u>	Distribution Upgrades Cost <u>Subject to O&M and ITCC</u>	<u>Distribution Upgrades Cost Subject to ITCC</u>	<u>Distribution Upgrades One-Time Cost Not Subject to O&M & ITCC</u>	Project Payment Amount	ITCC
SCE-Constructed Facilities						
• Karma 115 kV Substation	\$42,520.31	\$507,593.92		\$634,304.74	\$1,184,418.97	
• Valley Substation		\$7,613.78		\$39,897.17	\$47,510.95	
• Vista Kitching Street Substation				\$122,998.98	\$122,998.98	
• Moreno Alessandro		\$284,828.69		\$20,698.80	\$305,527.49	

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Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

Substation						
• Sub-Transmission Line (Loop into Karma 115 kV Cajalco Substation)		\$12,570.64		\$82,939.93	\$95,510.57	
• Valley-Alessandro-Cajalco		\$34,651.07			\$34,651.07	
• Telecommunications—Line Protection & RTU Valley-Alessandro-Cajalco Tie-Line			\$145,653.62	\$25,584.89	\$171,238.51	
• Metering Bunker Substation				\$9,042.44	\$9,042.44	
• Power System Control						
• Corporate Real Estate						
Subtotal	\$42,520.31	\$847,258.10	\$145,653.62	\$935,466.95	\$1,970,898.98	\$227,796.05
Moreno Valley-Constructed, SCE Owned Facilities						
• Deeded Facilities (Karma 115 kV Substation)	\$1,088,833.07			\$894,204.04	\$1,983,037.11	
Subtotal	\$1,088,833.07			\$894,204.04	\$1,983,037.11	\$239,546.28
Total	\$1,131,353.38	\$847,258.10	\$145,653.62	\$1,829,670.99	\$3,953,936.09	\$467,336.32

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Actual Interconnection Facilities Cost = (SCE-Constructed Interconnection Facilities Costs + ITCC associated with SCE-Constructed Interconnection Facilities Cost + One-Time Cost associated with SCE-Constructed Interconnection Facilities Cost + ITCC associated with Moreno Valley-Constructed, SCE owned Karma 115 kV Substation Interconnection Facilities Cost) = $\$42,520.31 + \$9,354.47 + \$1,088,833.07 + \$239,543.28 = \$1,380,251.12$

Actual Distribution Upgrades Cost = (SCE-Constructed Distribution Upgrades Costs + ITCC associated with SCE-Constructed Distribution Upgrades Cost + One-Time Cost associated with SCE-Constructed Distribution Upgrades Cost + ITCC associated with Moreno Valley-Constructed, SCE owned Karma 115 kV Substation Distribution Upgrades Cost) = $(\$847,258.10 + \$145,653.62) + \$218,440.58 + \$935,466.95 + \$894,204.04 + 0.00 = \$3,041,023.29$

3. Monthly Charges:

(a) Interconnection Facilities Charge

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated		Actual	
		Interconnection Facilities Cost	Interconnection Facilities Charge	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date	See Section 4.2 of Attachment J to the WDAT Tariff*	\$3,887,744.00	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Customer-Financed Interconnection Facilities Cost	to be inserted after true-up \$1,131,353.38	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Customer-Financed Interconnection Facilities Cost

(b) Distribution Upgrades Charge

Effective	Customer-Financed	Estimated		Actual	
		Distribution Upgrades Cost	Distribution Upgrades Cost	Distribution Upgrades Cost	Distribution Upgrades Charge

	Monthly Rate for Non-ISO-Controlled Facilities				
As of the Interconnection Facilities Completion Date	See Section 4.2 of Attachment J to the WDAT* Tariff	\$1,942,290.00	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Customer-Financed Interconnection Facilities Cost	{to be inserted after true-up}\$847,258.10	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Customer-Financed Interconnection Facilities Cost

* Attachment J to the WDAT is available at the following link: <https://www.sce.com/openaccess/openaccess>

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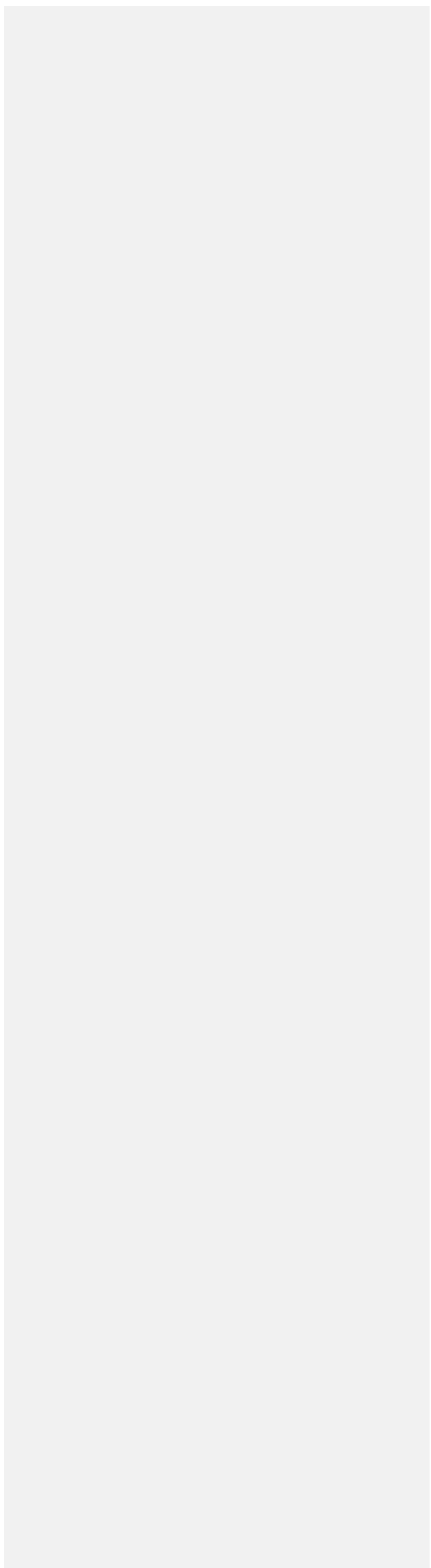
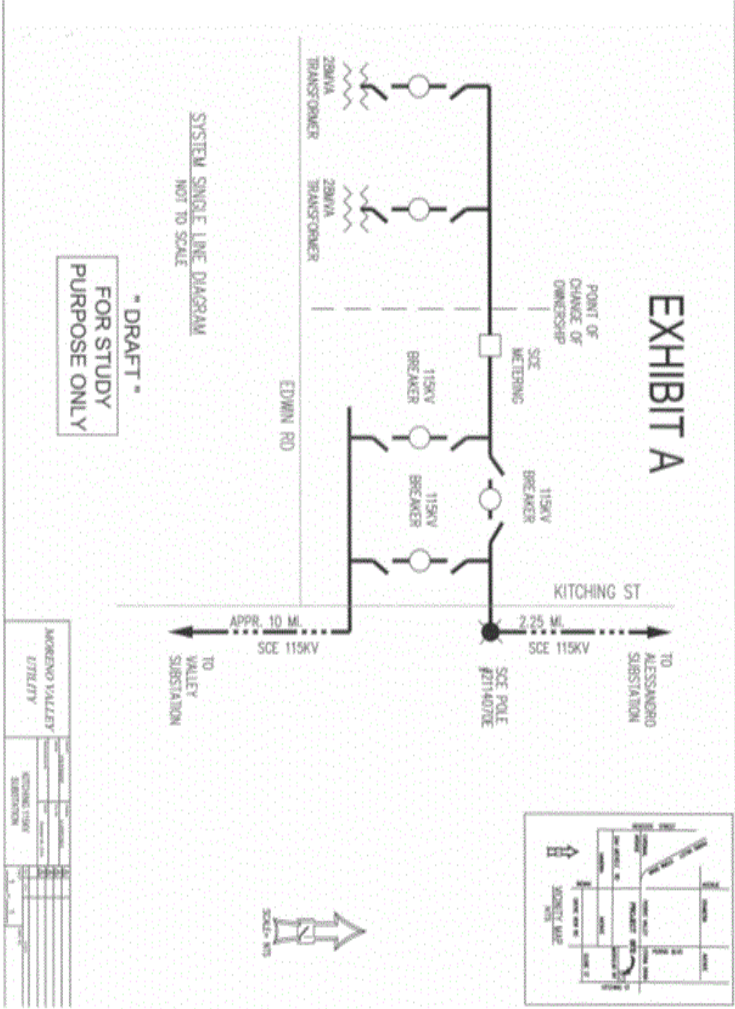
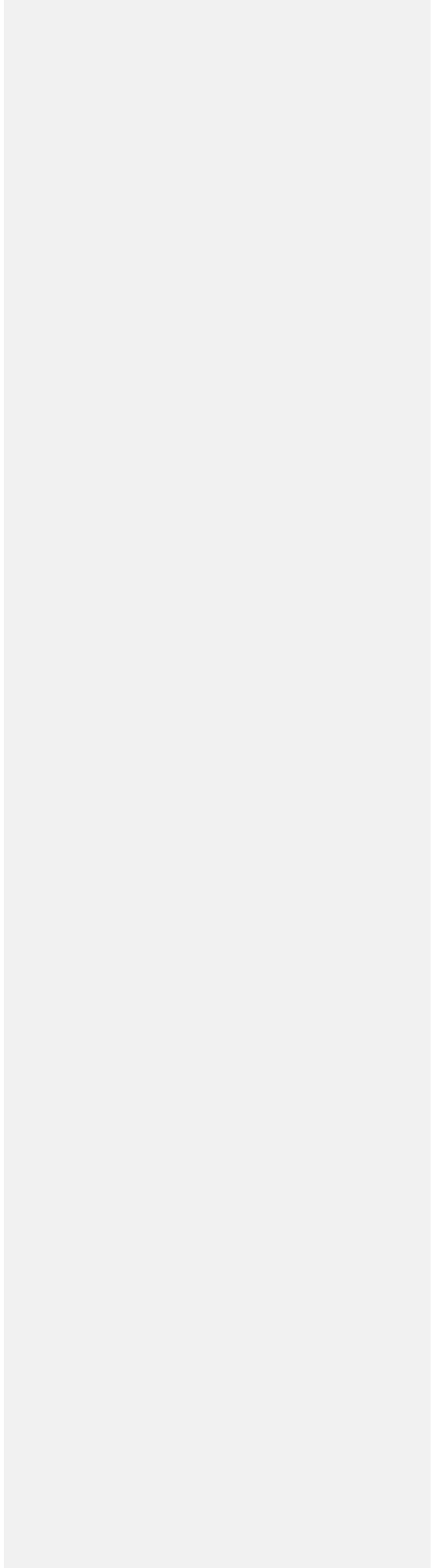
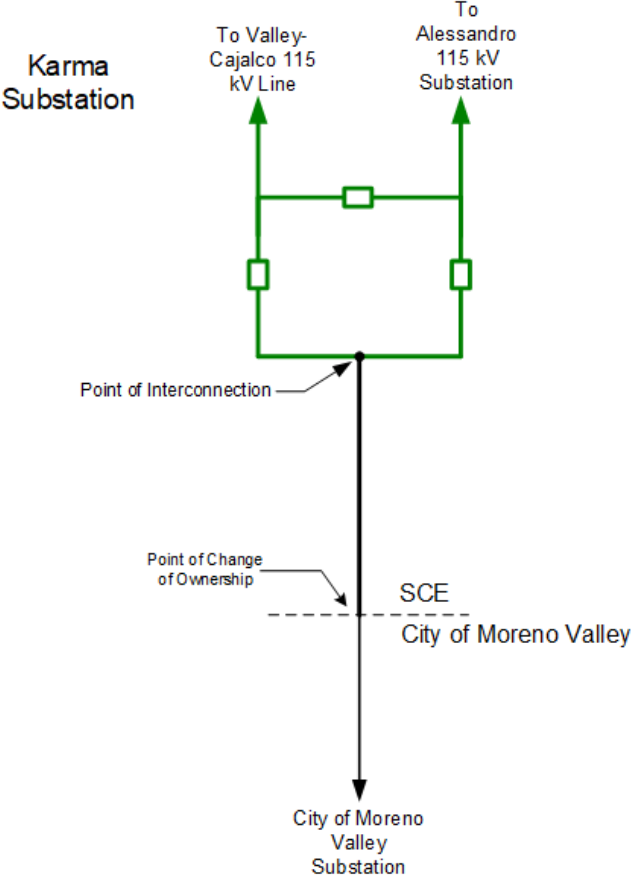


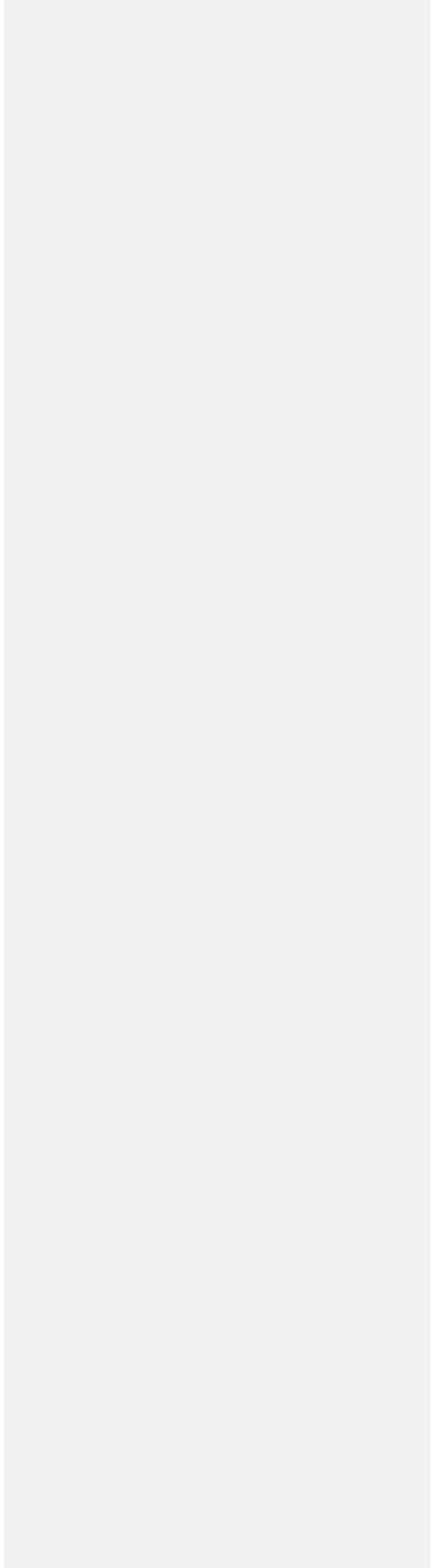
Exhibit D
One-Line Diagram Karma 115 kV Substation



Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION



DRAFT



Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 972

Title Page
FERC FPA Electric Tariff

**SERVICE AGREEMENT FOR
WHOLESALE DISTRIBUTION SERVICE**

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

THE CITY OF MORENO VALLEY

(Project: Kitching Street 115 kV Interconnection Project – WDT1249)

Contract Effective Date: 11/03/2017
~~05/01/2019~~xx/xx/2022
905.972.42
WDT1249

Tariff Record Proposed Effective Date:

Version Number: ~~15~~16.0.0
Option Code A

Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date executed by the Distribution Customer, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and the City of Moreno Valley ("Distribution Customer").

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2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.

3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$7,800.00, in accordance with the provisions of Section 15.2 of the Tariff, if applicable.

4. Service under this Service Agreement shall commence on the later of (1) November 3, 2017, or (2) for a Wholesale Distribution Load the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (3) for a Resource, the date on which construction of any facilities specified in its generator interconnection agreement are completed unless operation of the Resource is expressly permitted in the generator interconnection agreement prior to the completion of any such facilities, or (4) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the Distribution Customer’s Kitching Street 115 kV Interconnection Project Interconnection Facilities Agreement (“IFA”) between Distribution Provider and Distribution Customer, or (2) the date on which Distribution Provider terminates this Service Agreement, at Distribution

Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

Provider's option, upon failure by and subject to Commission acceptance, due to Distribution Customer's failure to provide advance notice to Distribution Provider of changes in Wholesale Customer Load in accordance with Section 2.3 of Attachment B to the Tariff and subject to FERC acceptance. After the Interconnection Facilities In-Service Date, Distribution Customer shall provide Distribution Provider advance notice prior to making any changes (other than maintenance) to the power transformation facilities and equipment which comprise the Distribution Customer's load connected to the Karma Kitching Street 115 kV Substation Interconnection Project, as defined in the Interconnection Agreement IFA. Distribution Customer shall notify Distribution Provider within a reasonable time prior to the date when any such changes are planned to be placed in service so that the Distribution Provider can evaluate any potential system impacts which may occur as a result of such changes and whether such changes will require a new Application pursuant to the Tariff. If Distribution Customer fails to provide Distribution Provider advance notice of changes to the Distribution Customer's power transformation equipment and related facilities which comprise the Kitching Street 115 kV Interconnection Project and any such change does or may cause adverse system impacts or is or may be materially inconsistent with the service provided pursuant to this Service Agreement, Distribution Provider shall have the right to terminate this Service Agreement subject to Commission acceptance or approval. Distribution Customer shall not cause the Kitching Street 115 kV Interconnection Project, as defined in the Interconnection Agreement IFA, to operate in parallel with or to interconnect to any other electrical facilities, which facilities shall include, but not be limited to, Distribution Customer's distribution systems served under other WDAT interconnection facilities agreements or service agreements, any generating facilities, other Distribution Provider facilities, or any facilities served by other

electric utilities without receiving prior review and authorization from Distribution Provider. If Distribution Customer fails to comply with the requirements set forth in this Section 4, then, Distribution Provider shall have the right to terminate this Agreement, subject to Commission acceptance or approval.

5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company

Transmission & Distribution

Manager, Grid Contract Management

P. O. Box 800

2244 Walnut Grove Avenue

Rosemead, California 91770

Telefax No. (626) 302-1152

Telephone No. (626) 302-9640

E-mail: GridContractManagement@sce.com

Distribution Customer:

City of Moreno Valley

City Manager's Office

Attn: City Manager

14177 Frederick Street

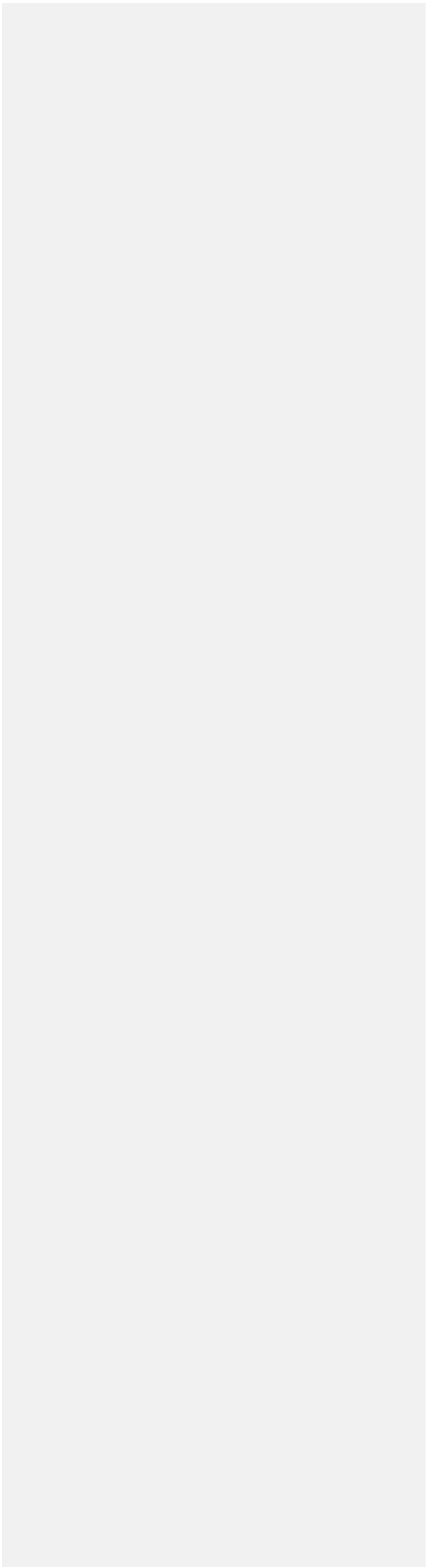
Moreno Valley, CA 92552-0805

Telefax No. (909) 413-3000

Telephone No. (909) 413-3750

7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

DRAFT



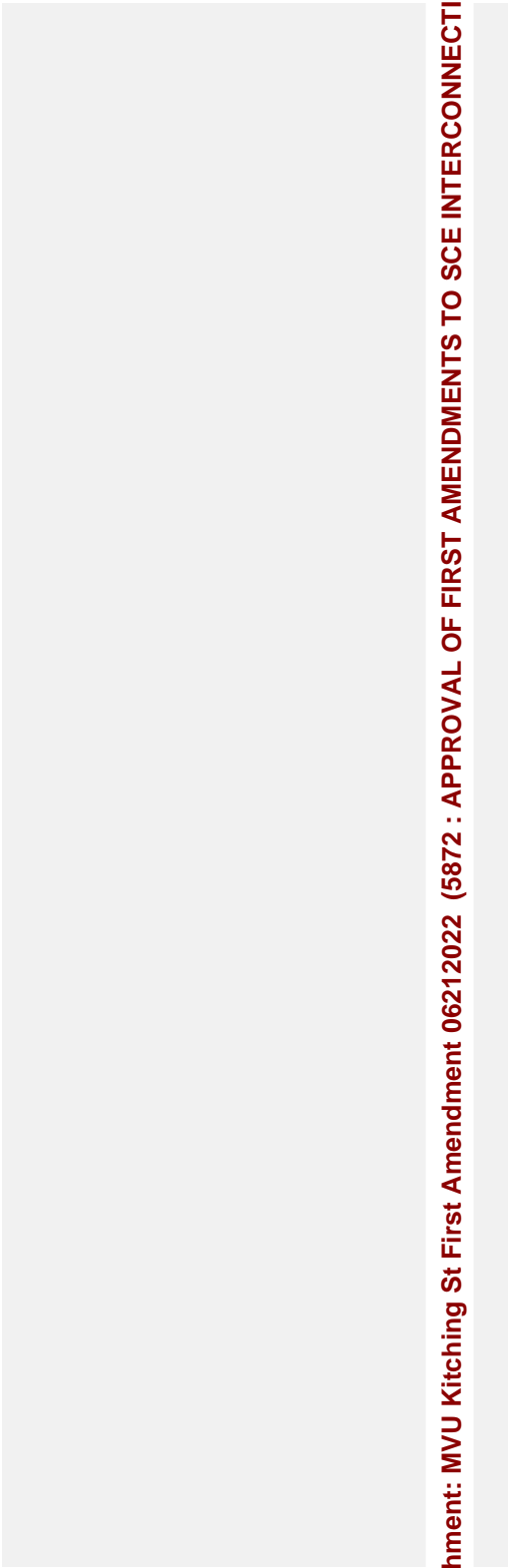
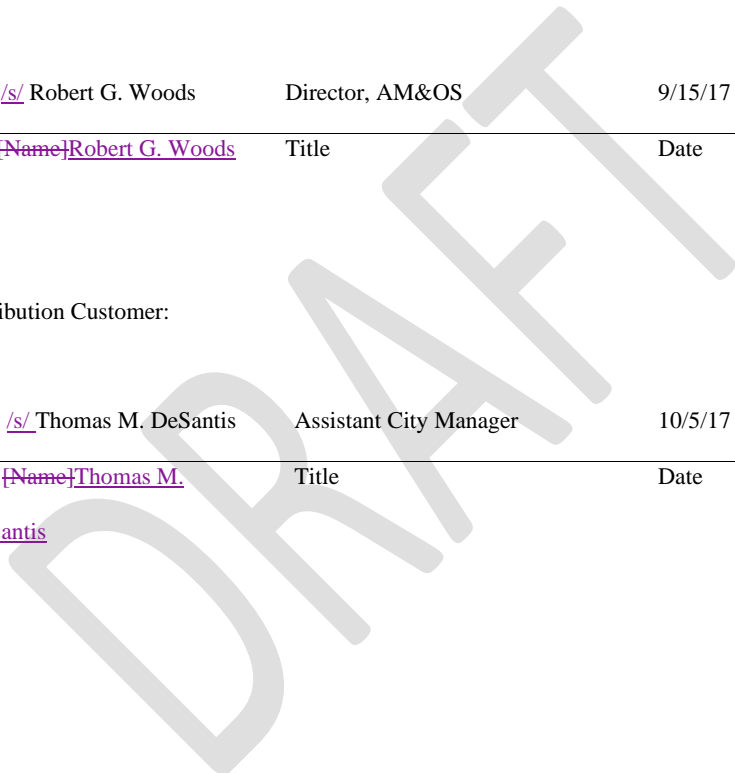
IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

By: <u>/s/ Robert G. Woods</u>	Director, AM&OS	9/15/17
<hr/>		
<u>{Name}Robert G. Woods</u>	Title	Date

Distribution Customer:

By: <u>/s/ Thomas M. DeSantis</u>	Assistant City Manager	10/5/17
<hr/>		
<u>{Name}Thomas M. DeSantis</u>	Title	Date



Attachment: MVU Kitching St First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

1. Term of Transaction: See Section 4 of the Service Agreement
 Service Commencement Date: See Section 4 of the Service Agreement
 Termination Date: See Section 4 of the Service Agreement
2. For a Resource ~~connected to the Distribution Provider's Distribution System~~, a description of capacity and energy ~~to be transmitted by Distribution Provider and~~ a five year forecast of monthly Generation and quantity of Contract Demand, if any: Not Applicable.
3. Point of Receipt: The ISO Grid at Distribution Provider's Valley Substation 500 kV bus.
 Point of Delivery: The Distribution Provider's interconnection with the Distribution Customer as described in Exhibit D of the 115 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement IFA between Distribution Provider and the Distribution Customer.
 Receiving Party: Distribution Customer.
4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): Electric energy delivered by the Distribution Provider at 115 kV for use to serve Distribution Customer's Wholesale Distribution Loads connected to the Distribution Customer's 115/12 kV Kitching Street Substation, as defined in the 115 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement IFA between Distribution Provider and the Distribution Customer.
5. Interruptible Wholesale Distribution Load amount (summer and winter), location and conditions/limitations (five year forecast): None.
6. ~~For Resources, the maximum amount of capacity~~ Capacity and energy to be transmitted.

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6.1 For Resources:

Generation: 0.0 MW.

Contract Demand (if applicable):

As-Available Charging Distribution Service: Not Applicable.

Firm Charging Distribution Service: Not Applicable.

6.2 For Wholesale Distribution Load, the estimated peak load for informational purposes only: 5,000 kW for 2017, 1026,400 kW for 2021, 26,600 kW for 2022, 29,000 kW for 2023, 32,400 kW for 2024, 33,500 kW for 2025, 33,800 kW for 2026, 35,000 kW for 2018, 152027, 36,100 kW for 2028 and 40,000 kW for 2019, 20,000 kW for 2020 and 28,000 kW for 2021-2029. The contract demand Contract Demand is 15,00033,500 kW and is subject to increase based on increases to Distribution Customer's Wholesale Distribution Load. -The Distribution Customer is required to submit a revised five-year Wholesale Distribution Load forecast each year to the Distribution Provider.

7. Direct Assignment Facilities: The Interconnection Facilities described in the 115 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement IFA between Distribution Provider and Distribution Customer.

8. Distribution System Upgrades required prior to the commencement of service: None.

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9. Real Power Loss Factors: 1.430.91%.

10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff. The operating power factor at the Point of Receipt shall be

at unity unless Distribution Customer is otherwise notified by the Distribution Provider to maintain a specified voltage schedule while operating within the power factor range as specified above.

11. Distribution Service under this Agreement will be subject to the charges detailed below, as applicable, unless the Distribution Customer is paying for Higher-of Facilities. For Distribution Customers with Charging Capacity, the payment obligation arises upon the commencement date of As-Available Charging Distribution Service or Firm Charging Distribution Service, as applicable. For Distribution Service to Charging Capacity from ISO Grid.

11.1 Monthly Customer Charge: ~~\$7.00~~

11.1.1 Wholesale Distribution Load (if applicable): ~~\$10.05/month.~~

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~~11.1.2 Charging Distribution Service (if applicable): Not Applicable.~~

11.2 Monthly Charge:

11.2.1 Wholesale Distribution Load (if applicable):

11.2.1.1 Demand Charge: ~~The Demand Charge is the product of the Demand Rate expressed as \$/k-W-mo and the monthly Billing Demand expressed in kW.~~

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~~11.2.1.2 The Demand Rate is \$0.904-W70/kw per month.~~

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11.2.2 ~~1.3 Billing Demand is the higher of the metered demand or the contract demand. The metered demand is the hourly demand averaged over 15 or 5-minute intervals, summed for a month and expressed in kilowatts. The metered demand is rounded to the nearest kW. The Distribution Provider will meter the Distribution Customer's demand using a 15-minute interval under normal~~

conditions. If such demand is intermittent or subject to violent fluctuations, a 5-minute interval may be used. The ~~contract demand~~ Contract Demand is as set forth in Section 6.2 above.

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11.2.2 Monthly Charge for Charging Distribution Service (if applicable):

11.2.2.1 As-Available Charging Distribution Service: Not Applicable.

Monthly Charge = Metered energy usage for the month (kWh) *
Energy Charge Rate (\$/kWh)]

As-Available Energy Charge Rate: Per the Tariff for Service Level:
Not Applicable.

Crediting provisions of Section 7.2.2.3 of Attachment K apply (check
one):

- Yes
- No

11.2.2.2 Firm Charging Distribution Service: Not Applicable.

Monthly Charge = Contract Demand * Demand Charge Rate
Demand Charge Rate: Per the Tariff for Service Level: Not
Applicable.

11.3 Facilities Charge: ~~The charges as provided in the 115 kV Interconnection Project Wholesale Distribution Loadmonthly Interconnection Facilities Agreement between Distribution Provider Charge and the monthly Distribution CustomerUpgrades Charge, as provided for under the IFA.~~

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11.4 System Impact and/or Facilities Study Charge(s) (if not otherwise set forth in Attachment I to the Tariff): None.

12. Letter of credit or alternative form of security to be provided and maintained by a Wholesale Distribution Load Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Provided for in the 415 kV Interconnection Project Wholesale Distribution Load Interconnection Facilities Agreement between Distribution Provider IFA.

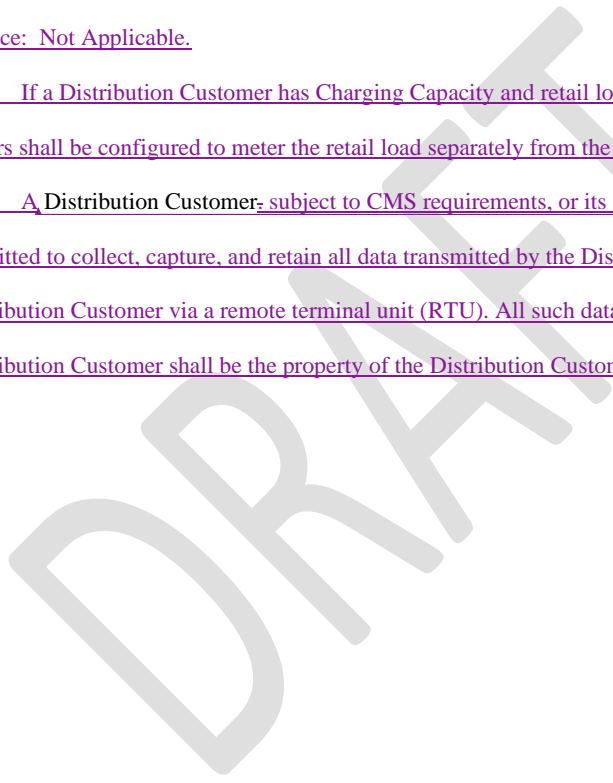
13. Operating conditions and/or limitations relating to As-Available Charging Distribution Service: Not Applicable.

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14. If a Distribution Customer has Charging Capacity and retail load at the same site, the meters shall be configured to meter the retail load separately from the Charging Capacity.

15. A Distribution Customer, subject to CMS requirements, or its successor, will be permitted to collect, capture, and retain all data transmitted by the Distribution Provider to the Distribution Customer via a remote terminal unit (RTU). All such data retained by the Distribution Customer shall be the property of the Distribution Customer.

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**FIRST AMENDMENT TO THE
WHOLESALE DISTRIBUTION LOAD INTERCONNECTION FACILITIES
AGREEMENT**

AND

SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

BETWEEN

CITY OF MORENO VALLEY

AND

SOUTHERN CALIFORNIA EDISON COMPANY

FOR THE SAN MICHELE ROAD WDAT LOAD PROJECT

THIS FIRST AMENDMENT (“First Amendment”), dated as of _____, 2022, is entered into by and among the City of Moreno Valley, a municipality in the state of California (“Distribution Customer” or “Moreno Valley”) and Southern California Edison Company (“SCE”) as the Distribution Provider. Moreno Valley and Distribution Provider may be referred to individually as a “Party” and collectively as the “Parties.” Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the meaning ascribed to that term in the San Michele Road IFA or San Michele Road DSA, as those terms are defined in the Recitals below, or in SCE’s Wholesale Distribution Access Tariff (“WDAT”).

RECITALS

WHEREAS, on October 14, 2013 and August 12, 2014 Moreno Valley and SCE entered into the San Michele Road Wholesale Load Interconnection Facilities Agreement (“San Michele Road IFA”) and Service Agreement for Wholesale Distribution Service (“San Michele Road DSA”), Service Agreement Nos. 562 and 695 respectively, for SCE to provide Interconnection Service and up to 10 MVA (or 10,000 kW) of Distribution Service to Moreno Valley at its San Michele Road WDAT Load Project.

WHEREAS, on November 1, 2013 and on August 20, 2014, SCE filed the San Michele Road IFA and San Michele Road DSA with the Federal Energy Regulatory Commission (“FERC”) under Docket Nos. ER14-255 and ER14-2679, respectively. FERC accepted the San Michele Road IFA and San Michele Road DSA with an effective date of November 2, 2013 and August 21, 2014, respectively.

WHEREAS, on April 13 and 14, 2016, SCE filed revisions to numerous service agreements under its WDAT, which included the San Michele Road DSA under Docket No. ER16-1394 and the San Michele Road IFA under Docket No. 16-409, to replace the

current facilities charge rates with a reference to the applicable rate(s) set forth in Attachment J of the WDAT accepted by Commission. FERC accepted SCE's revisions to these service agreements with an effective date of January 1, 2016

WHEREAS, on May 1, 2, and 6, 2019, SCE filed revisions to its WDAT to change collation values of all the WDAT records with FERC, which included the San Michele Road IFA under Docket No. ER19-1761 and the San Michele Road DSA under Docket No. ER19-1747. This was an administrative change that did not result in any substantive revisions to the San Michele Road IFA or the San Michele Road DSA. FERC accepted SCEs revisions to its WDAT with an effective date of May 1, 2019.

WHEREAS, on October 14, 2020, Moreno Valley submitted a request to SCE to transfer 3 MVA (or 3,000 kW) of load from the San Michele Road WDAT Load Project to Moreno Valley's Kitching Street 115 kV Interconnection Project, thereby reducing the Distribution Service capacity of the San Michele Road WDAT Load Project to 7 MVA (or 7,000 kW).

WHEREAS, on January 27, 2021, SCE transmitted a Facilities Reassessment Report dated January 26, 2020 to Moreno Valley outlining the impact to SCE's electrical system associated with Moreno Valley's October 14, 2020 request.

WHEREAS, the Parties now desire to enter into this First Amendment to amend certain terms of the San Michele Road IFA and the San Michele Road DSA as set forth in this First Amendment in order to facilitate the transfer of load from the San Michele Road WDAT Load Project to the Kitching Street 115 kV Interconnection Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

AMENDMENT

1. The Parties agree that for the purpose of this First Amendment, the San Michele Road IFA and San Michele Road DSA shall mean the San Michele Road Wholesale Load Interconnection Facilities Agreement and Service Agreement for Wholesale Distribution Service, entered into on October 14, 2013 and August 12, 2014 respectively, that are currently in effect.
2. The Parties agree to amend the San Michele Road IFA and San Michele Road DSA as specifically identified in redline format in Exhibit A attached hereto, reflecting, among other things, the revised Distribution Service capacity, monthly charge and Demand Rate attached hereto.
3. Moreno Valley acknowledges that on November 6, 2018, the San Michele Road WDAT Load Project was transferred to from SCE's Hammock 34.5 kV circuit to SCE's Pfeiffer 34.5 kV circuit due to other load growth projects in the vicinity and SCE's forecast that the Hammock 34.5 kV circuit would be overloaded in 2018.

4. All terms and conditions of the San Michele Road IFA and San Michele Road DSA shall remain in effect and in full force except where expressly amended by this First Amendment. In the event of a conflict between the terms of this First Amendment and the corresponding terms of the San Michele Road IFA and San Michele Road DSA, the terms of this First Amendment shall govern.
5. From and hereafter, references to the San Michele Road IFA and San Michele Road DSA shall mean the San Michele Road IFA and San Michele Road DSA as amended by this First Amendment.
6. The First Amendment shall become effective upon execution by the Parties subject to acceptance by FERC.
7. This First Amendment may be executed in one or more counterparts at different times, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same First Amendment.
8. The signatories hereto warrant and represent that they have been appropriately authorized to enter into this First Amendment on behalf of the Party for whom they sign and to bind their respective principals.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the San Michele Road IFA and San Michele Road DSA in multiple originals, each of which taken together shall constitute an original effective agreement among the Parties. The Parties hereto have entered into this First Amendment as of the date listed above.

City of Moreno Valley

By: _____

Name: _____

Title: _____

Date: _____

Southern California Edison Company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

First Amendment revisions to the San Michele Road IFA and San Michele Road DSA

Red-line format

Attachment: MVU San Michele Rd First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

Exhibit A

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 562

Title Page
FERC FPA Electric Tariff

- Style Definition: Heading 1
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- Style Definition: Heading 9
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**SAN MICHELE ROAD WHOLESALE DISTRIBUTION LOAD
INTERCONNECTION FACILITIES AGREEMENT**

BETWEEN

THE CITY OF MORENO VALLEY

AND

SOUTHERN CALIFORNIA EDISON COMPANY

Contract Effective Date: 11/2/13
905.562.23
WDT999-

Tariff Record Proposed Effective Date: 05/01/19xx/xx/2022
Version Number: 1516.0.0
Option Code A

Attachment: MVU San Michele Rd First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

**SAN MICHELE ROAD WHOLESALE DISTRIBUTION LOAD
INTERCONNECTION FACILITIES AGREEMENT BETWEEN
CITY OF MORENO VALLEY
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

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Attachment: MVU San Michele Rd First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

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**SAN MICHELE ROAD WHOLESALE DISTRIBUTION LOAD
 INTERCONNECTION FACILITIES AGREEMENT BETWEEN
THE CITY OF MORENO VALLEY
 AND
 SOUTHERN CALIFORNIA EDISON COMPANY**

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1. Parties:

The Parties to this Interconnection Facilities Agreement are the City of Moreno Valley (“Moreno Valley”), a municipality in the state of California and Southern California Edison Company (“SCE”), a California corporation, hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

2. Recitals:

- 2.1. This Agreement is made with reference to the following facts, among others:
- 2.2. SCE is a California public utility engaged in the business of generating and transmitting electric energy in the States of Arizona, California, and Nevada, ~~and New Mexico~~. SCE is further engaged in the business of distributing such energy in the State of California.
- 2.3. Moreno Valley is a municipality in the state of California.
- 2.4. Moreno Valley intends to serve a ~~proposed~~ Wholesale Distribution Load at a development known as the San Michele Road WDAT Load Project, located in the City of Moreno Valley.
- 2.5. Moreno Valley submitted a request to SCE, in accordance with SCE’s WDAT, for interconnection and wholesale Distribution Service from the ISO Grid to a ~~new~~ SCE-Moreno Valley 34.5kV interconnection at Moreno Valley-owned property located at the east side of Indian Street, north of San Michele Road in the City of Moreno Valley. Moreno Valley ~~intends to construct~~ constructed distribution facilities from the ~~proposed new~~ SCE-Moreno Valley 34.5kV interconnection to serve the loads of Moreno Valley’s end-use customers in the San Michele Road WDAT Load Project. The amount of Distribution Service originally requested ~~is was~~ 1,000 kW for 2013, 3,000 kW for 2014, 5,000 kW for 2015, 8,000 kW for 2016 and 10,000 kW for 2017.
- 2.6. Moreno Valley, on October 14, 2020 submitted a request to SCE to transfer 3,000 kW in Distribution Service capacity from the San Michele Road WDAT Load Project to the Kitching Street 115 kV Interconnection Project. As a result, Moreno Valley adjusted its five -year Wholesale Distribution Load forecast for the San Michele Road WDAT Load Project for years 2022 through 2029 pursuant to Section 6.2 of its Service Agreement.
- ~~2.6-2.7.~~ The Parties desire to enter into this Agreement and the Service Agreement to specify the terms for SCE to provide interconnection; for SCE to engineer, design, construct, install, own, operate and maintain the Interconnection Facilities; and for Moreno Valley to pay for such facilities.
- ~~2.7-2.8.~~ SCE and Moreno Valley intend to execute a ~~WDAT~~ Service Agreement in connection with this Agreement to implement wholesale Distribution Service under SCE’s WDAT.

3. Agreement:

In consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

4. Definitions:

- 4.1. All terms with initial capitalization not otherwise defined herein shall have the meanings assigned to them in SCE's WDAT. The following terms, when used herein with initial capitalization, whether in the singular or the plural, shall have the meanings specified:
- 4.2. Accounting Practice: Generally accepted accounting principles and practices applicable to electric utility operations.
- 4.3. Agreement: This San Michele Road Wholesale Distribution Load Interconnection Facilities Agreement between the City of Moreno Valley and Southern California Edison Company.
- 4.4. Applicable Reliability Council: The Western Electricity Coordinating Council ("WECC") or its successor.
- 4.5. Applicable Reliability Standards: The requirements and guidelines of NERC, the Applicable Reliability Council, and the Balancing Authority Area of the Distribution System to which the Wholesale Distribution Load is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.
- 4.6. Balancing Authority: The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- 4.7. Balancing Authority Area: The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- 4.8. Capital Additions: Any modifications to the Interconnection Facilities. Such modifications may be any Units of Property which are added to the Interconnection Facilities; the enlargement, modification or betterment of any Units of Property constituting a part of the Interconnection Facilities; or the replacement of any Units of Property constituting a part of the Interconnection Facilities, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; and the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost.
- 4.9. Capital Additions Cost: All costs, excluding ITCC and One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction, and installation of Capital Additions.
- 4.10. Capital Additions Payment: The sum of the Capital Additions Cost, associated ITCC, and associated One-Time Cost.
- 4.11. CPUC: The California Public Utilities Commission, or its regulatory successor.
- 4.12. Credit Provider: Provider of any Credit Support.
- 4.13. Credit Support: Parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Section 7.2.
- 4.14. Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities: The rate most recently adopted by the CPUC for application to SCE's retail electric

customers for customer-financed added facilities, which does not compensate SCE for replacement of added facilities. The currently effective Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities is as provided in Attachment J of the WDAT.

- 4.15. Effective Date: The date on which this Agreement becomes effective pursuant to Section 5.1.
- 4.16. FERC: Federal Energy Regulatory Commission, or its regulatory successor.
- 4.17. Governmental Authority: Any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Moreno Valley, SCE, or any Affiliate thereof.
- 4.18. Interconnection Facilities: Facilities, as described in Section 1(a) of Exhibit A, owned by SCE to interconnect Moreno Valley's distribution system serving the Project to the Distribution System, as such facilities may be modified during the term of this Agreement.
- 4.19. Interconnection Facilities Charge: The monthly charge to Moreno Valley to recover the revenue requirements for the Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Exhibit C.
- 4.20. Interconnection Facilities Cost: All costs, excluding ITCC and One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction, and installation of the Interconnection Facilities. The Interconnection Facilities Cost is provided in Exhibit C.
- 4.21. Interconnection Facilities Completion Date: The date upon which the construction of the Interconnection Facilities is complete and such facilities are successfully tested and ready for service.
- 4.22. Interconnection Facilities Payment: The sum of the Interconnection Facilities Cost, associated ITCC and associated One-Time Cost. The Interconnection Facilities Payment is provided in Exhibit C.
- 4.23. Interconnection Handbook: A handbook, developed by SCE and posted on SCE's web site or otherwise made available by SCE, describing technical and operational requirements for wholesale generators and loads connected to SCE's electrical system, as such handbook may be modified or superseded from time to time. SCE's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this Agreement and the terms of SCE's Interconnection Handbook, the terms in this Agreement shall apply.
- 4.24. ISO: The California Independent System Operator Corporation, a state-chartered, nonprofit, mutual benefit corporation that controls certain transmission facilities of

- all Participating Transmission Owners and dispatches certain generating units and loads.
- 4.25. ISO Grid: The system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the ISO's operational control.
- 4.24.4.26. ~~ITCC (The Income Tax Component of Contribution):~~ shall ~~have~~ ITCC is the Income Tax Component of Contribution described in the Preliminary Statement, Part M of SCE's tariff on file with the CPUC, applicable meaning assigned to it in Attachment J of the Interconnection Facilities Cost and the Capital Additions Cost, Tariff. The ITCC applicable to the Interconnection Facilities Cost is described provided in Section 12 and is shown in Section 4 of Exhibit C.
- 4.27. Kitching Street 115 kV Interconnection Project: A 115 kV project described in an interconnection facilities agreement entered into by and among the City of Moreno Valley and SCE pursuant to Service Agreement No. 906.
- 4.25.4.28. NERC: The North American Electric Reliability Corporation, or its successor organization.
- 4.29. Non-ISO-Controlled Facilities: Distribution System facilities owned and controlled by SCE, some of which are used to serve the Distribution Customer's Wholesale Distribution Load.
- 4.26.4.30. One-Time Cost: All costs determined by SCE to be associated with the installation of Interconnection Facilities or Capital Additions which are not capitalized. The Interconnection Facilities One-Time Cost is provided in Exhibit C.
- 4.27.4.31. Point of Change of Ownership: The point, as described in Section 2 of Exhibit A and shown in Exhibit D of this Agreement, where the Interconnection Facilities connect to the San Michele Road WDAT Load Project.
- 4.28.4.32. Point of Interconnection: The point, as described in Section 3 of Exhibit A and shown in Exhibit B of this Agreement, where the Interconnection Facilities connect to the Distribution System.
- 4.29.4.33. Removal Cost: The actual cost SCE incurs for the removal of the Interconnection Facilities which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Interconnection Facilities.
- 4.30.4.34. San Michele Road WDAT Load Project: ("Project"): All equipment and facilities comprising Moreno Valley's distribution system serving the end-use customers' loads at the Moreno Valley San Michele Road development, as described by Moreno Valley in its WDAT application and as installed by Moreno Valley located on the east side of Indian Street, north of San Michele Road in the City of Moreno Valley ("Project").
- 4.31.4.35. Service Agreement: The Service Agreement ~~For~~ Wholesale Distribution Service between the Parties executed concurrently herewith.
- 4.32.4.36. Units of Property: As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this Agreement, and as

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such list may be amended from time to time.

~~4.33-4.37.~~ **WDAT:** SCE's Wholesale Distribution Access Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

5. Effective Date And Term:

- 5.1. This Agreement shall become effective upon the effective date ordered by FERC.
- 5.2. This Agreement shall terminate on the earliest of (i) the termination date of the Service Agreement, (ii) the date specified by Moreno Valley upon one hundred eighty (180) calendar days advance written notice to SCE if the notice of termination is received by SCE on or after the Interconnection Facilities Completion Date, (iii) the date specified by Moreno Valley upon thirty (30) calendar days advance written notice to SCE if the notice of termination is received by SCE before the Interconnection Facilities Completion Date; (iv) the date specified by SCE pursuant to Section 8.8; (v) the date specified by SCE pursuant to Exhibit D, Section (e); or (vi) the date specified pursuant to Section 13.4.
- 5.3. Any obligations of one Party to the other, including payment obligations, as a result of this Agreement, which accrued prior to or as a result of termination of this Agreement, shall survive termination.
- 5.4. If Moreno Valley has given notice of termination and a filing with FERC is required to terminate this Agreement, Moreno Valley shall support such filing before the FERC if requested by SCE.
- 5.5. Upon termination of this Agreement, Moreno Valley shall pay SCE any remaining balance owed for SCE's costs incurred or irrevocably committed to be incurred pursuant to this Agreement as of the effective date of termination within sixty (60) calendar days following receipt of a billing from SCE requiring such payment. Such billing shall reflect all payments received by SCE, which shall be credited against the amount of SCE's costs and expenses incurred or irrevocably committed to be incurred in accordance with this Agreement.

6. Agreement Pursuant To The WDAT:

This Agreement provides terms regarding SCE's Interconnection Facilities associated with wholesale Distribution Service pursuant to the WDAT. Accordingly, the rights and obligations of the Parties pursuant to this Agreement are subject to applicable provisions of the WDAT, including without limitation its provisions regarding indemnification and Uncontrollable Force, in addition to the provisions of this Agreement. In case of a conflict in the terms contained in this Agreement and the terms in the WDAT, the terms of the WDAT shall apply. Moreno Valley has read and is familiar with the terms of the WDAT.

7. Creditworthiness:

- 7.1. Upon the Effective Date and until all payment obligations of Moreno Valley to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Section 12.1, have been finally and irrevocably paid after the termination date pursuant to Section 5, Moreno Valley shall either: (a) maintain a senior unsecured long-term debt rating of A2 or higher from Moody's Investor Service, Inc. ("Moody's") or A or higher from Standard and Poor's Corporation ("S&P"); (b) if Moreno Valley does not have a senior unsecured long-term debt rating, then maintain a revenue bond rating of A2 or higher from Moody's or A or higher from S&P; or (c) provide and maintain Credit Support as described in Section 7.2 clauses (b) through (e).
- 7.2. Upon the Effective Date, Moreno Valley shall provide to SCE, in a form that is acceptable to SCE in its sole discretion, (a) evidence that Moreno Valley has one of the ratings specified in Section 7.1; (b) an unconditional and irrevocable guarantee of Moreno Valley's obligations from a guarantor acceptable to SCE in its discretion, which shall not be unreasonably withheld, delayed or conditioned that has (i) a senior unsecured long-term debt rating of A2 or higher from Moody's or A or higher from S&P, or (ii) if the guarantor does not have a rating for its senior unsecured long-term debt rating, then a revenue bond rating of A2 or higher from Moody's or A or higher from S&P, in either case (i) or (ii) together with evidence of one of such ratings; (c) an unconditional and irrevocable letter of credit in US dollars from a depository institution organized under the laws of the United States of America or any State (or any domestic branch of a foreign bank), which (i) has either (A) a long-term unsecured debt rating of A or higher by S&P or A2 or higher by Moody's or (B) a certificate of deposit rating of A-1+ by S&P and P-1 by Moody's, and (ii) whose deposits are insured by FDIC, together with evidence of such ratings; (d) an unconditional and irrevocable surety bond in US dollars issued by an insurance company that has and maintains an Insurance Financial Strength rating of A2 or higher from Moody's or A or higher from S&P, and is rated no less than A- (with a minimum size rating of VIII) by Best's Insurance Guide and Key Ratings, together with evidence of such ratings; or (e) other financial security that is acceptable to SCE in its sole discretion.
- 7.3. Until all payment obligations of Moreno Valley to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Sections 10.2, 12.1 and 13.2, have been finally and irrevocably paid after the termination date pursuant to Section 5, Moreno Valley shall provide to SCE, within ten (10) calendar days after June 30 and December 31 of each year evidence of the then current applicable ratings of Moreno Valley or the Credit Provider of any Credit Support being maintained for the benefit of SCE hereunder; and if any such applicable rating is reduced at any time, Moreno Valley shall notify SCE in writing within five (5) calendar days after such a reduction.
- 7.4. Any Credit Support provided hereunder shall be payable in at least the amount specified in Section 7.5 or Section 7.6 as applicable, and shall be issued in favor of or for the benefit of SCE and its successors and assignees, and shall state that it

may be drawn upon in whole or in part by SCE or its successors or assignees at any time under the following conditions: (i) if substitute Credit Support meeting the requirements of Section 7.2 has not been provided within ten (10) calendar days after any reduction in the applicable rating of the Credit Provider meeting the requirements of Section 7.2 below the level specified herein; (ii) if substitute Credit Support has not been provided at least thirty (30) calendar days before any expiration of the Credit Support; or (iii) upon any failure by Moreno Valley to make any payment required by this Agreement and the Service Agreement when due and following the expiration of any applicable cure period, pursuant to Section 13.4.

- 7.5. Upon the Effective Date and until the Interconnection Facilities Completion Date, the Credit Support amount shall be equal to \$0.00. The Credit Support amount may be reduced dollar-for-dollar by any payments received by SCE from Moreno Valley pursuant to the payment schedule in Exhibit C of this Agreement.
- 7.6. Upon the Interconnection Facilities Completion Date and until all obligations of Moreno Valley to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Sections 10.2, 12.1, and 13.2 have been finally and irrevocably paid after the termination date pursuant to Section 5, the Credit Support amount shall be \$18,918.20.
- 7.7. In addition to the provisions described above, any Credit Support provided hereunder shall contain such terms, conditions, waivers, representations, covenants, and other provisions as may be customary for similar instruments delivered in the State of California, as approved by SCE in its reasonable discretion.

8 Interconnection Facilities:

- 8.1 Moreno Valley shall operate, and maintain the Project in accordance with the applicable ISO Tariff provisions and protocols, WDAT provisions, the Applicable Reliability Standards, and Good Utility Practice.
- 8.2 Moreno Valley shall provide high-voltage primary metering switchgear, rated for use on a 34.5kV distribution system, which includes an underground pull section and metering equipment section that complies with Section ESR-7 of SCE's electrical service requirement. Moreno Valley is also responsible for performing, at its costs, the installation of all underground substructures and conduit systems per SCE's design drawings related to the project, and any other facilities indicated on SCE's construction drawings and described in Section 1 of Exhibit A.
- 8.3 Moreno Valley shall make all necessary arrangements to provide for easements at no cost to SCE, in order for SCE to comply with its obligations under this Agreement. SCE shall provide forms of easement agreements for execution by affected property owners. Notwithstanding any other provision of this Agreement, SCE shall have no obligation to install the Interconnection Facilities prior to the effective date of such easement agreements.
- 8.4 SCE shall design, engineer, procure, construct, install, operate, maintain, and own the Interconnection Facilities pursuant to Applicable Reliability Standards, Good

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- Utility Practice and apply for any regulatory approvals necessary for the construction, operation, and maintenance of the Interconnection Facilities.
- 8.5 SCE shall use commercially reasonable efforts to construct, successfully test and declare ready for service the Interconnection Facilities within the time period as specified in Exhibit D. Moreno Valley understands and acknowledges that such date is only an estimate and that equipment and material lead times, labor availability, outage coordination, regulatory approvals, or other unforeseen events could delay the actual completion date beyond that specified. SCE's efforts to complete construction of the Interconnection Facilities is contingent upon Moreno Valley's completion of the work required to be performed by it in accordance with Section 8.1; thus, any delay by Moreno Valley in performing work to be performed by Moreno Valley as described in Section 2 of Exhibit A may cause delay in completion of the Interconnection Facilities.
- 8.6 The maximum capacity of the Interconnection Facilities made available by SCE to Moreno Valley for the purpose of interconnecting and delivering energy and other services from the ISO under this Agreement shall be ~~407~~,000 kW. Moreno Valley acknowledges that if Moreno Valley wishes to increase the amount of interconnection and Distribution Service provided pursuant to this Agreement and the Service Agreement, Moreno Valley shall be required to submit a new application for such services in accordance with the terms and conditions of the WDAT.
- 8.7 Moreno Valley shall comply with all Applicable Reliability Standards for the San Michele Road WDAT Load Project. SCE will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion as to whether Moreno Valley must register with NERC. Such determination is the responsibility of Moreno Valley. If required to register with NERC, Moreno Valley shall be responsible for complying with all Applicable Reliability Standards for the San Michele Road WDAT Load Project up to the Point of Change of Ownership as described in Exhibit A and shown in Exhibit B of this Agreement.
- 8.8 Moreno Valley shall not cause the San Michele Road WDAT Load Project to operate in parallel with or to interconnect to any other electrical facilities, which facilities shall include, but not be limited to, Moreno Valley's loads or resources served under other interconnection facilities agreements or service agreements, any generating facilities, other SCE facilities, or any facilities served by other electric utilities without receiving prior review and authorization from SCE. If Moreno Valley fails to comply with the requirements set forth in this Section 8.8, then SCE shall have the right to terminate this Agreement, subject to FERC acceptance or approval.
- 8.9 Moreno Valley shall ensure that all Moreno Valley-owned electrical facilities are always a balanced system across all three phases.
- 8.10 This Agreement governs the facilities required to interconnect Moreno Valley's distribution system serving the Moreno Valley San Michele Road development to SCE's electrical system pursuant to the WDAT and as described herein. Moreno Valley shall be responsible for making all necessary operational arrangements with

the ISO, including, without limitation, arrangements for obtaining transmission service from the ISO, and for scheduling delivery of energy and other services from the ISO Grid.

9. Capital Additions:

- 9.1. SCE shall engineer, design, construct, install, own, operate and maintain all Capital Additions pursuant to Applicable Reliability Standards and Good Utility Practice.
- 9.2. Except as otherwise provided in Section 9.3, whenever Capital Additions are required by SCE pursuant to Good Utility Practice (which may include compliance with system or regulatory requirements), Moreno Valley shall pay all charges associated with such Capital Additions in accordance with Section ~~4~~13.
- 9.3. In the event that Capital Additions are required in order to benefit SCE, or because of damage caused by gross negligence or willful misconduct of SCE, Moreno Valley shall not bear cost responsibility for such Capital Additions. No adjustment will be made to the Interconnection Facilities Cost, and no Capital Additions Cost, ITCC, or One-Time Cost will be charged to Moreno Valley for such Capital Additions.

10. Removal Of Interconnection Facilities:

- 10.1. Following termination of this Agreement, SCE will remove the Interconnection Facilities from service to Moreno Valley.
- 10.2. On or before the date one year following termination of this Agreement, SCE shall notify Moreno Valley whether SCE intends to physically remove the Interconnection Facilities or any part thereof. If SCE intends to physically remove the Interconnection Facilities or any part thereof, then SCE shall physically remove such facilities within two years from the date of notification of intent, and Moreno Valley shall pay the Removal Cost in accordance with Sections 12.1 and 13.2. If SCE does not intend to physically remove the Interconnection Facilities or any part thereof, or does not notify Moreno Valley of SCE's intention within the specified time, then Moreno Valley shall have no obligation to pay such Removal Cost.

11. Other Taxes:

Moreno Valley shall be solely responsible for any taxes (including, but not limited to, property tax, sales and use tax, excise tax, and document transfer tax) that are asserted against any payments or asset transfers made by Moreno Valley to SCE under this Agreement for Interconnection Facilities and Capital Additions. SCE and Moreno Valley shall cooperate in good faith to appeal, protest, seek abatement of, or otherwise contest other taxes associated against payments or asset transfers made by Moreno Valley to SCE under this Agreement for Interconnection Facilities and Capital Additions.

12. Charges:

- 12.1. Moreno Valley shall pay to SCE the following charges in accordance with this Agreement: (a) Interconnection Facilities Payment; (b) Interconnection Facilities Charge; (c) Capital Additions Payment; (d) any reimbursable FERC fees pursuant to Section 18.3; (e) Removal Cost pursuant to Section 13.2; (f) other taxes pursuant to Section 11; and (g) termination charges pursuant to Section 5.5.
- 12.2. The Interconnection Facilities Cost, Capital Additions Cost, One-Time Cost, ITCC and Removal Cost shall be compiled in accordance with Accounting Practice.
- 12.3. If, during the term of this Agreement, SCE executes an agreement to provide service to another entity (other than retail load) which contributes to the need for the Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on SCE's cost allocation principles in effect at such time and shall be subject to FERC approval.

13. Billing And Payment:**13.1. Billing Procedure.**

- 13.1.1. Except as otherwise specifically provided herein, commencing on, or following the Effective Date, SCE will render bills to Moreno Valley for charges under this Agreement, and Moreno Valley shall pay such bills, in accordance with the Billing and Payment provisions of the WDAT.
- 13.1.2. Moreno Valley shall make payments to SCE for the Interconnection Facilities Payment, according to the payment schedule shown in Exhibit C. The amount of such Interconnection Facilities Payment is based on SCE's cost estimates and shall be subject to later adjustment pursuant to Sections 13.1.8.1 and 13.1.8.2.
- 13.1.3. Commencing on or following the Interconnection Facilities Completion Date, each month SCE will render bills to Moreno Valley for the Interconnection Facilities Charge. The Interconnection Facilities Charge payments shall initially be based on SCE's estimate of the Interconnection Facilities Cost, and such payments shall be subject to later adjustment pursuant to Sections 13.1.8.3 and 13.1.8.4. The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.
- 13.1.4. SCE will bill Moreno Valley for the Capital Additions Payment prior to commencing any work on any Capital Additions in accordance with Section 9.2; provided that, at SCE's sole discretion, SCE may bill Moreno Valley for the Capital Additions Payment after commencing such work if SCE determines that Capital Additions are required in accordance with safety or regulatory requirements or to preserve system integrity or reliability. Such billing shall initially be based on SCE's cost estimates and shall be subject to later adjustment pursuant to Sections 13.1.8.1 and 13.1.8.2.

- 13.1.5. Except as otherwise provided in Section 9.3, if certain Interconnection Facilities are removed to accommodate such Capital Additions and such removal results in a change in the Interconnection Facilities Cost, the Interconnection Facilities Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in the Interconnection Facilities Cost.
- 13.1.6. Except as otherwise provided in Section 9.3, if such Capital Additions result in an increase in the Interconnection Facilities Cost, then the Interconnection Facilities Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.
- 13.1.7. Commencing on the Effective Date, SCE will render bills to Moreno Valley for any reimbursable FERC fees in accordance with Section 18.3. Such billing shall be for any reimbursable FERC fees or costs incurred since the preceding billing.
- 13.1.8. Within twelve (12) months following the Interconnection Facilities Completion Date or the in-service date of any Capital Additions, as the case may be, SCE shall determine the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, and provide Moreno Valley with a final invoice.
- 13.1.8.1. If the amounts paid for the estimated Interconnection Facilities Payment or the Capital Additions Payment are less than the amounts due for the Interconnection Facilities Payment or the Capital Additions Payment as determined from the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will bill Moreno Valley for the difference between the amounts previously paid by Moreno Valley and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 13.1.8.2. If the amounts paid for the estimated Interconnection Facilities Payment or the Capital Additions Payment are greater than the amounts due for the Interconnection Facilities Payment or the Capital Additions Payment as determined from the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will refund Moreno Valley the difference between the amounts previously paid by Moreno Valley and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 13.1.8.3. If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, SCE will bill Moreno Valley for the difference between the amounts previously paid by Moreno Valley and the amounts which would have been paid

based on actual recorded costs, without interest, on the next regular billing.

- 13.1.8.4. If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, SCE will credit Moreno Valley the difference between the amounts previously paid by Moreno Valley and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

- 13.1.9. Charges for payments upon termination shall be billed and paid as provided in Section 5.5.

13.2. Removal Cost.

- 13.2.1. If, in accordance with Section 10.2, SCE decides to physically remove the Interconnection Facilities, SCE shall render a bill to Moreno Valley for the Removal Cost. Moreno Valley shall pay the Removal Cost in accordance with Section 13.1. Such billing shall initially be based on SCE's estimate of the Removal Cost. Within 12 months following the removal of the Interconnection Facilities, SCE shall determine the actual recorded Removal Cost and provide Moreno Valley with a final invoice.

- 13.2.2. If the amount paid for the Removal Cost is less than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will bill Moreno Valley for the difference between the amount previously paid by Moreno Valley and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of the final invoice.

- 13.2.3. If the amount paid for the Removal Cost is greater than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will refund Moreno Valley the difference between the amount previously paid by Moreno Valley and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of the final invoice.

13.3. Interest On Unpaid Balances.

Interest on any unpaid amounts shall be calculated in accordance with the methodology specified in the Interest on Unpaid Balances provision of the WDAT.

13.4. Default And Billing Dispute.

Any default or billing dispute shall be handled in accordance with the methodology specified in the Customer Default provision of the WDAT, including, without limitation, the provision for termination upon default, subject to

FERC approval.

14. Addresses For Billing And Payment:

14.1. All payments to be made by Moreno Valley to SCE shall be sent to:

Southern California Edison Company
Accounts Receivable
Box 600
Rosemead, California 91770-0600

SCE may, at any time, by written notice to Moreno Valley pursuant to Section 6 of the Service Agreement for Wholesale Distribution Service, change the address to which payments will be sent.

14.2. All billings to be presented by SCE to Moreno Valley shall be sent to:

City of Moreno Valley
City Manager's Office
Attn: City Manager
14177 Frederick Street
Moreno Valley, CA 92552-0805

Moreno Valley may, at any time, by written notice to SCE pursuant to Section 6 of the Service Agreement for Wholesale Distribution Service, change the address to which billings will be sent.

15. Disputes:

With the exception of any billing dispute as provided pursuant to Section 13.4 herein, or as otherwise limited by law, the Dispute Resolution Procedures set forth in the WDAT shall apply to all disputes between Moreno Valley and SCE which arise under this Agreement; provided, however, that the Dispute Resolution Procedures set forth in the WDAT shall not apply as to disputes regarding whether rates and charges set forth in this Agreement are just and reasonable under the Federal Power Act.

16. Audits:

- 16.1. SCE will maintain records and accounts of all costs incurred in sufficient detail to allow verification of all costs incurred, including, but not limited to, labor and associated labor burden, material and supplies, outside services, and administrative and general expenses.
- 16.2. Moreno Valley shall have the right, upon reasonable notice, at a reasonable time at SCE's offices and at its own expense, to audit SCE's records and accounts as

necessary and as appropriate in order to verify costs incurred by SCE. Any audit requested by Moreno Valley shall be limited to the costs reflected in the final invoice as set forth in Sections 13.1.8 or 13.2.1, and shall be completed, and written notice of any audit dispute provided to SCE pursuant to Section 6 of the Service Agreement, within one hundred eighty (180) calendar days following receipt by Moreno Valley of such final invoice.

17. Operating Representatives:

The responsibilities assigned to the Operating Representatives appointed pursuant to Section 3 of Attachment B to the WDAT shall extend to the activities required under this Agreement.

18. Regulatory Authority:

- 18.1. No later than thirty (30) calendar days following the execution of this Agreement, SCE shall tender this Agreement for filing with FERC with a request that it be made effective upon acceptance without suspension, and Moreno Valley shall support SCE in obtaining all necessary authorizations and approvals for this Agreement.
- 18.2. Nothing contained herein shall be construed as affecting in any way: (i) the right of SCE to unilaterally make application to the FERC for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 205 of the Federal Power Act and pursuant to the Rules and Regulations promulgated by FERC thereunder; (ii) the right of Moreno Valley to oppose such changes under Section 205 of the Federal Power Act; (iii) the right of Moreno Valley to file a complaint requesting a change in rates, charges, classification, or service, or any rule, regulation or contract relating thereto, or rate methodology or design relating to services provided hereunder, under Section 206 of the Federal Power Act and pursuant to the rules and regulations promulgated by the FERC thereunder; or (iv) the right of SCE to oppose such complaint by Moreno Valley under Section 206 of the Federal Power Act. Any change shall become effective pursuant to Section 205 of the Federal Power Act.
- 18.3. Moreno Valley shall reimburse SCE for all fees and charges related to the FERC fees and annual charges provided in Sections 381 and 382 of the FERC's regulations (18 C.F.R. § 381 and 382), as such regulation may from time to time be amended, that are imposed on SCE attributable to the service provided under this Agreement, or any amendments thereto. SCE will render bills to Moreno Valley for any such fees and charges incurred since the preceding billing. As of the Effective Date, no such fees and charges have been imposed on SCE attributable to the service provided under this Agreement.

19. No Dedication Of Facilities:

Any undertaking by one Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of the undertaking Party to

the public or to the other Party, and it is understood and agreed that any such undertaking by a Party shall cease upon the termination of its obligations hereunder.

20. No Third Party Rights:

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established hereunder.

21. Relationship Of Parties:

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.

22. Waivers:

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or other matter arising in connection therewith. Any delay, short of any statutory period of limitation, in asserting or enforcing any right, shall not be deemed a waiver of such right.

23. Governing Law:

Except as otherwise provided by federal law, this Agreement shall be governed by and construed in accordance with, the laws of the state of California.

24. Notices:

Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, shall be made in accordance with Section 6 of the Service Agreement.

25. Severability:

In the event that any term, provision, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court, arbitration, or regulatory authority having jurisdiction, the invalidity of such term, covenant or condition shall not affect the validity of any other term, provision, condition or covenant and such term, provision, covenant or

condition shall remain in force and effect as applied to this Agreement to the maximum extent permitted by law. The Parties hereto further agree to negotiate in good faith to establish new and valid terms, conditions and covenants to replace the portions of the Agreement that are held invalid so as to place each Party as nearly as possible in the

-position contemplated by this Agreement.

26. Entire Agreement:

This Agreement and the Service Agreement constitute the complete and final expression of the agreement between the Parties and are intended as a complete and exclusive statement of the terms of their agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements which may have been made in connection with the subject matter of this Agreement and the Service Agreement.

27. Ambiguities:

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but will be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.

28. Signature Clause:

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of the 14th day of October, 2013.

SOUTHERN CALIFORNIA EDISON COMPANY

By: /s/ Kevin Payne
 Name: Kevin M. Payne
 Title: Vice President, Eng. & Tech Svcs

CITY OF MORENO VALLEY

By: /s/ Michelle Dawson
 Name: Michelle Dawson
 Title: City Manager

Exhibit A

Interconnection Facilities Description

1. Interconnection Facilities.

- a. SCE shall:
 - i. Install one new 38 kV-rated Alduti-Rupter overhead pole switch.
 - ii. Install approximately 2,400 feet of 1/0 ACSR aluminum-conductor steel-reinforced ("ACSR") primary overhead line extension as well as associated conductors, cables, terminations, and other miscellaneous material necessary to Moreno Valley's 34.5 kV disconnect switch.
 - iii. Real Properties, Transmission Project Licensing, and Corporate Environmental Services:
 1. Obtain easements and/or acquire land, obtain licensing and permits, and perform all required environmental activities, as necessary, for the installation of the Interconnection Facilities.
 - iv. Metering:
 1. Install revenue meters, potential and current transformers, and appurtenant equipment required to meter the retail load at the Facility.
- b. **Work to be performed by Moreno Valley.** Moreno Valley shall:
 - i. Install a dead-end structure at a location approved by SCE ("Last Structure") near Moreno Valley's property line, designed and engineered in accordance with SCE's specification, to terminate SCE's conductors.
 - ii. Install disconnect facilities in accordance with SCE's Interconnection Handbook to comply with SCE's switching and tagging procedures.
 - iii. Install a breaker near Moreno Valley's property line in accordance with the Electrical Service Requirements to comply with SCE's protection requirements. Additional protection requirements may be required.
 - iv. Provide sufficient space for SCE to install its retail metering cabinet, equipment, and related meters. Such cabinet must be placed at a location that would allow twenty-four hour access for SCE's metering personnel.
 - v. Allow SCE to install revenue metering cabinet, meters and appurtenant equipment required to meter the retail load at the facility.
 - vi. Permit SCE to inspect the construction being done pursuant to this Section 1 (b) (i).
 - vii. If applicable, provide the following:
 1. Completed Moreno Valley information sheet.
 2. Street improvement plans.
 3. Unique address for point of interconnection.
 4. Public right-of-way (street) base maps as required by the interconnection.
 5. Site plot plan on a 30:1 scale digital file as follows:
 6. Easements/lease agreement
 7. Grading plans
 8. Sewer and storm plot plans

- 9. Landscape, sprinkler, pedestal locations
- 10. Install all underground substructures and conduit systems per SCE's design drawings related to the project.
- 11. Ensure all underground civil facilities are approved and released by SCE's Underground Inspector.

2. **Point of Change of Ownership.** The Point of Change of Ownership shall be the point where the conductors of SCE's ~~HammockPfeiffer~~ 34.5 kV line are attached to the pull sections of Moreno Valley's 34.5 kV line at the Last Structure. 33kV primary switchgear. ~~Moreno Valley shall own and maintain the Last Structure, switchgear including the conductors, insulators, pull sections, and jumper loops from such Last Structure all equipment electrically beyond SCE's conductor terminations in the pull sections, up to the San Michele WDAT Load Project facility, Moreno Valley's Facility.~~ SCE will own the ~~insulators, potheads and lugs that are used to attach terminate the SCE-owned conductors to cables in the Last Structure pull sections,~~

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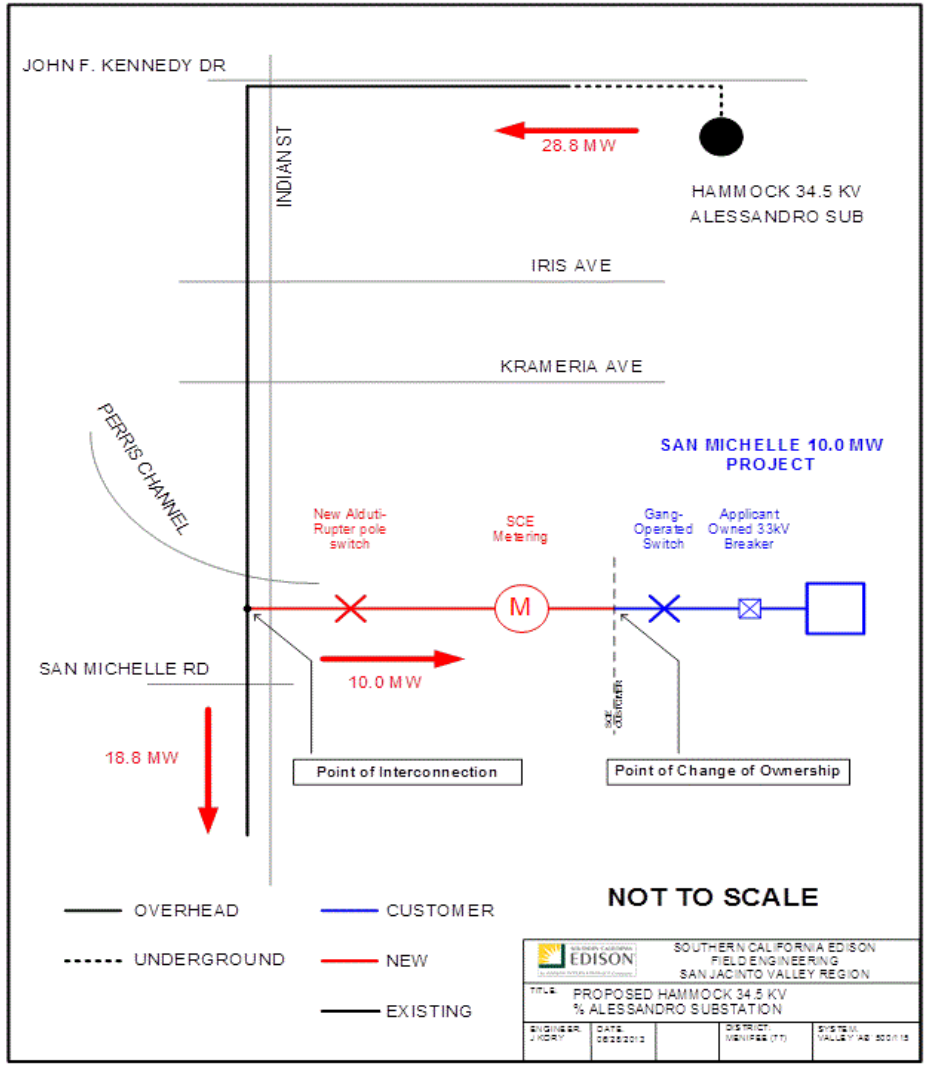
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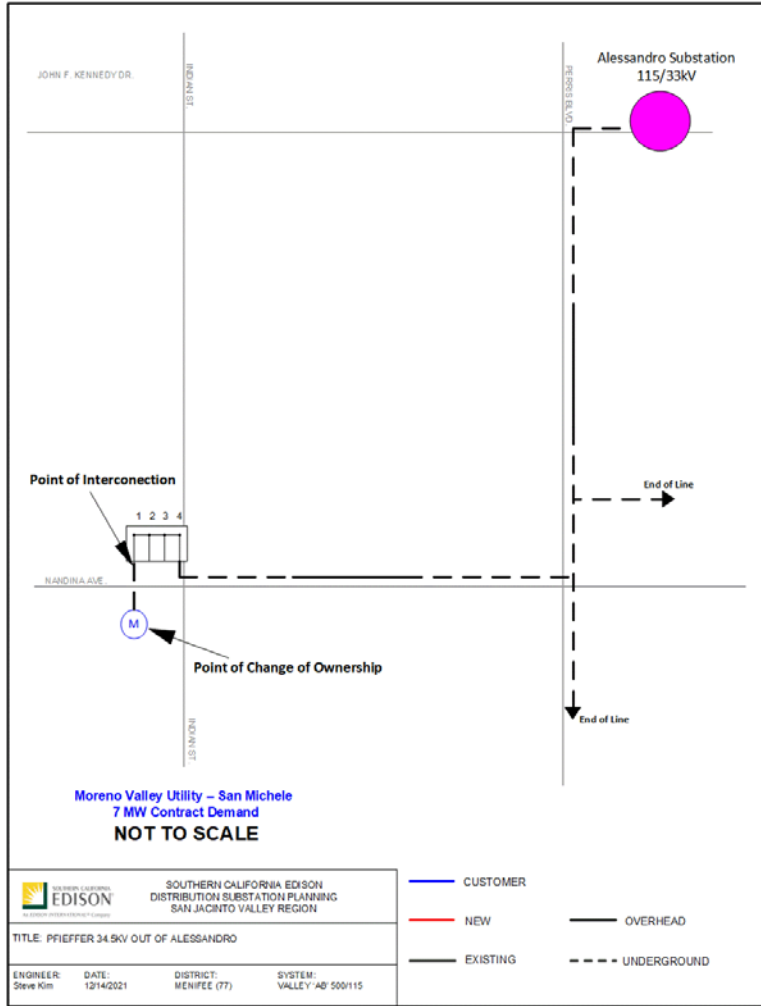
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3. **Point of Interconnection.** ~~A tap on~~ SCE's ~~HammockPfeiffer~~ 34.5 kV line,

Exhibit B
One-line Diagram



Attachment: MVU San Michele Rd First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION



Attachment: MVU San Michele Rd First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

Exhibit C

1. Interconnection Facilities Cost Summary.

(a) Estimated Cost:

Element	Interconnection Facilities Cost	One-Time Cost ITCC	ITCC One-Time Cost	Total Cost
Interconnection Facilities	\$58,858.00	\$20,600.00	\$20,600.00	\$79,458.00

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(b) Actual Cost:

[TO BE INSERTED AFTER TRUE-UP OF ACTUAL COSTS]

Element	Interconnection Facilities Cost	One-Time Cost ITCC	ITCC One-Time Cost	Total Cost
Interconnection Facilities	\$122,180.78	\$0.00	\$42,763.28	\$164,944.06

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2. Interconnection Facilities Charge.

Interconnection Facilities Charge:

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated		Actual	
		Interconnection Facilities Cost	Interconnection Facilities Charge	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date	See Section 4.1 of Attachment J to the Tariff*	\$58,858.00	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Interconnection Facilities Cost	{to-be-inserted after true-up}\$122,180.78	{to-be-inserted after true-up}\$354.32

*Attachment J to the Tariff is available at the following link: <http://www.sce.com/openaccess>

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3. Payment Schedule and Associated ITCC.

The payment amounts shown below are based on an estimate of the costs for the Interconnection Facilities costs along with the associated non-refundable cash payment amount for ITCC.

Payment No.	Payment Due Date	Interconnection Facilities Cost	One-Time Cost	ITCC	Interconnection Facilities Payment with ITCC

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Attachment: MVU San Michele Rd First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

1	11/1/2013 (Recv'd)	\$58,858.00	\$0.00	\$20,600.00	\$79,458.00
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All amounts shown above are The Interconnection Facilities Cost is in nominal dollars.

Interconnection Facilities Payment = (Interconnection Facilities Cost + ITCC + associated One-Time Cost) =
\$58,858.00 + \$20,600.00 = \$79,458.00

Exhibit D
Milestone Table

Item	Milestone	Responsible Party	Due Date
(a)	Provide evidence of easement arrangements to SCE	Moreno Valley	11/1/2013 <u>Completed</u>
(b)	Completion of the Interconnection Facilities	SCE	Within twenty four (24) weeks following the Effective Date* <u>Completed</u>
(c)	Execute the Distribution Service Agreement	SCE and Moreno Valley	Within twenty four (24) weeks following the Effective Date** <u>Completed</u>

* Note: Moreno Valley understands and acknowledges that such timeline is only an estimate and that equipment and material lead times, labor availability, outage coordination, regulatory approvals, right-of-way negotiations, or other unforeseen events could delay the actual in-service date of the Interconnection Facilities beyond that specified. SCE shall not be liable for any cost or damage incurred by Moreno Valley because of any delay in the work provided for in this Agreement.

** Note: Moreno Valley understands and acknowledges that Wholesale Distribution Service shall not commence prior to the execution of the Distribution Service Agreement and that SCE may terminate this Agreement if Moreno Valley fails to execute the Distribution Service Agreement.

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 695

Title Page
FERC FPA Electric Tariff

**SERVICE AGREEMENT FOR
WHOLESALE DISTRIBUTION SERVICE**

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

THE CITY OF MORENO VALLEY

(Project: San Michele Road WDAT Load Project – WDT999)

Contract Effective Date: 08/21/2014
05/01/2019xx/xx/2022
905.695.34
WDT999

Tariff Record Proposed Effective Date:

Version Number: 4516.0.0
Option Code A

Attachment: MVU San Michele Rd First Amendment 06212022 (5872 : APPROVAL OF FIRST AMENDMENTS TO SCE INTERCONNECTION

SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date executed by the Distribution Customer, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and the City of Moreno Valley ("Distribution Customer").
2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.
3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$2,700.00, in accordance with the provisions of Section 15.2 of the Tariff, if applicable.
4. Service under this Service Agreement shall commence on the later of (1) the Effective Date of this Service Agreement, or (2) for a Wholesale Distribution Load the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (3) for a Resource, the date on which construction of any facilities specified in its generator interconnection agreement are completed unless operation of the Resource is expressly permitted in the generator interconnection agreement prior to the completion of any such facilities, or (4) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the San Michele Road WDAT Wholesale Distribution Load Project Interconnection Facilities Agreement ("IFA") between the Distribution Provider and Distribution Customer and the Distribution Provider, executed on October 14, 2013 ("IFA"), or (2) the date on which

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Distribution Provider terminates, at Distribution Provider's option, and subject to FERCCommission acceptance, if: (i) prior to the Interconnection Facilities Completion dateDate as defined in the IFA, the Distribution Provider learns that Distribution Customer has terminated its plan to complete and energize the San Michele Road WDAT Load Project (as defined in the IFA); or (ii) Distribution Customer does not utilize the Distribution Service provided under this Service Agreement for a period of two consecutive years or more following the commencement date of Distribution Service under this Service Agreement (except for any period when Distribution Customer does not utilize the Distribution Service due to the occurrence of an Uncontrollable Force or default of Distribution Provider under this Service Agreement), or (3) at Distribution Provider's option, upon failure by Distribution Customer to provide Distribution Provider advance notice prior to making any changes (other than maintenance which is addressed in Attachment B, Section 2.3 of the Tariff) to the load, facilities and equipment which comprise the San Michele Road WDAT Load Project. Distribution Customer shall notify Distribution Provider within a reasonable time prior to the date when such changes are planned to be placed in service so that the Distribution Provider can evaluate any potential system impacts which may occur as a result of such changes and whether such changes will require a new Application under the Tariff. If Distribution Customer fails to provide Distribution Provider advance notice of changes to the generation or power transformation equipment and facilities which comprise the San Michele Road WDAT Load Project and any such change does or may cause material system impacts or is or may be materially inconsistent with the service provided pursuant to this Service Agreement, Distribution Provider shall have the right to terminate this Service Agreement subject to FERCCommission acceptance or approval. Distribution Customer shall not cause the San Michele Road Interconnection Project, as defined in the IFA, to operate

in parallel with or to interconnect to any other electrical facilities, which facilities shall include, but not be limited to, Distribution Customer's distribution systems served under other WDAT interconnection facilities agreements or service agreements, any generating facilities, other Distribution Provider facilities, or any facilities served by other electric utilities without receiving prior review and authorization from Distribution Provider. If Distribution Customer fails to comply with the requirements set forth in this Section 4, then, Distribution Provider shall have the right to terminate this Agreement, subject to Commission acceptance or approval.

5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company

Transmission & Distribution

Manager, Grid Contract Management

P. O. Box 800

2244 Walnut Grove Avenue

Rosemead, California 91770

Telefax No. (626) 302-1152

Telephone No. (626) 302-9640

E-mail: GridContractManagement@sce.com

Distribution Customer:

City of Moreno Valley

City Manager's Office

Attn: City Manager

14177 Frederick Street
Moreno Valley, CA 92552-0805
Telefax No. (909) 413-3000
Telephone No. (909) 413-3750

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7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

By: /s/ Jill P. Horswell	<u>Director of Contracts & Reliability Standards Operations</u>	July 28, 2014
_____	_____	_____
Jill P. Horswell	Title Director of Contracts & Reliability Standards Operations	Date

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Distribution Customer:

By: /s/ Thomas M. DeSantis	Assistant City Manager	August 12, 2014
_____	_____	_____
{Signer's Name} Thomas M. DeSantis	Title	Date

Approved as to Form
 Date 8-11-14
 By /s/ Suzanne Bryant
 City Attorney
 Moreno Valley

SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

- 1. Term of Transaction: See Section 4 of the Service Agreement
 Service Commencement Date: See Section 4 of the Service Agreement
 Termination Date: See Section 4 of the Service Agreement

- 2. For a Resource ~~connected to the Distribution Provider's Distribution System,~~ a description of capacity and energy ~~to be transmitted by Distribution Provider and,~~ a five year forecast of monthly Generation, and quantity of Contract Demand, if any: Not applicable.

- 3. Point of Receipt: ~~The 500kV ties to the 500/115kV transformers~~ISO Grid at the Distribution Provider's~~Provider's Valley Substation~~Substation's 500 kV bus,
 Point of Delivery: ~~The point where the conductors of SCE's Hammock 34.5 kV line are attached to Moreno Valley's 34.5 kV line at the Last Structure,~~Distribution Provider's interconnection with the Distribution Customer as defined described in Exhibit B of the IFA, between Distribution Provider and the Distribution Customer.
 Receiving Party: ~~The City of Moreno Valley~~Distribution Customer.

- 4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): Electric energy delivered by the Distribution Provider at 34.5kV for use to serve Distribution Customer's Wholesale Distribution Load at the San Michele Road WDAT Load Project, as defined in the IFA between Distribution Provider and Distribution Customer.

- 5. Interruptible Wholesale Distribution Load amount (summer and winter), location and conditions/limitations (five year forecast): None.

- 6. ~~For Resources, the maximum amount of capacity~~Capacity and energy to be transmitted.

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6.1 For Resources:

Generation: 0.0 MW.

Contract Demand (if applicable):

As-Available Charging Distribution Service: Not Applicable.

Firm Charging Distribution Service: Not Applicable.

6.2 For Wholesale Distribution Load, the estimated peak load for informational purposes only: 3,000 kW for 2014, 5,000 kW for 2015, 8,000 kW for 2016 and 10,000 kW for 2017–2021, 3,000 kW for 2022, 4,000 kW for 2023, and 7,000 kW for years 2024 through 2029. The Contract Demand is 7,000 kW and is subject to increase based on increases to Distribution Customer's Wholesale Distribution Load. The Distribution Customer is required to submit a revised five-year Wholesale Distribution Load forecast each year to the Distribution Provider.

7. Direct Assignment Facilities: The Interconnection Facilities described in the IFA between Distribution Provider and Distribution Customer.
8. Distribution System Upgrades required prior to the commencement of service: None.
9. Real Power Loss Factors: 2.2275 %
10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff. The operating power factor at the Point of Receipt shall be at unity unless Distribution Customer is otherwise notified by the Distribution Provider to

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maintain a specified voltage schedule while operating within the power factor range as specified above.

11. Distribution Service under this Agreement will be subject to the charges detailed below, as applicable, unless the Distribution Customer is paying for Higher-of Facilities. For Distribution Customers with Charging Capacity, the payment obligation arises upon the commencement date of As-Available Charging Distribution Service or Firm Charging Distribution Service, as applicable.

For Distribution Service to Charging Capacity from ISO Grid.

11.1 Monthly Customer Charge: ~~\$6.71~~

11.1.1 Wholesale Distribution Load (if applicable): \$10.05/month,

~~11.1.1.2 Charging Distribution Service (if applicable): Not Applicable.~~

11.2 Monthly Charge.

11.2.1 Wholesale Distribution Load (if applicable):

11.2.1.1 Demand Charge: The Demand Charge is the product of the Demand Rate expressed as \$/kW-mo and the monthly Billing Demand expressed in kW.

11.2.1.2 The Demand Rate is ~~\$1,942.65/kW~~ per month.

11.2.1.3 Billing Demand is the higher of the metered demand or the contract demand. The metered demand is the hourly demand averaged over 15 or 5-minute intervals, summed for a month and expressed in kilowatts. The metered demand is rounded to the nearest kW. The Distribution Provider will meter the Distribution Customer's demand using a 15-minute interval under normal conditions. If such demand is intermittent or subject to violent fluctuations, a 5-

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minute interval may be used. The ~~contract demand~~ Contract Demand is 1,000
kw as set forth in Section 6.2 above.

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11.2.2 Monthly Charge for Charging Distribution Service (if applicable):

11.2.2.1 As-Available Charging Distribution Service: Not Applicable.

Monthly Charge = Metered energy usage for the month (kWh) *

Energy Charge Rate (\$/kWh)]

As-Available Energy Charge Rate: Per the Tariff for Service Level:

Not Applicable.

Crediting provisions of Section 7.2.2.3 of Attachment K apply (check
one):

Yes

No

11.2.2.2 Firm Charging Distribution Service: Not Applicable.

Monthly Charge = Contract Demand * Demand Charge Rate

Demand Charge Rate: Per the Tariff for Service Level: Not

Applicable.

11.3 Facilities Charge: The monthly Interconnection Facilities Charge, as
provided for under the IFA.

11.4 System Impact and/or Facilities Study Charge(s) (if not otherwise set forth
in Attachment I to the Tariff): None.

12. Letter of credit or alternative form of security to be provided and maintained by a
Wholesale Distribution Load Distribution Customer pursuant to Sections 8 and 16.4 of the
Tariff: Provided for in the IFA.

13. Operating conditions and/or limitations relating to As-Available Charging Distribution Service: Not Applicable.

14. If a Distribution Customer has Charging Capacity and retail load at the same site, the meters shall be configured to meter the retail load separately from the Charging Capacity.

15. A Distribution Customer subject to CMS requirements, or its successor, will be permitted to collect, capture, and retain all data transmitted by the Distribution Provider to the Distribution Customer via a remote terminal unit (RTU). All such data retained by the Distribution Customer shall be the property of the Distribution Customer.



Report to City Council

TO: Mayor and City Council

FROM: Aldo Schindler, Assistant City Manager

AGENDA DATE: July 5, 2022

TITLE: RESOLUTION DECLARING PURSUANT TO GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY IDENTIFIED AS ASSESSOR PARCEL NUMBERS 308-030-018 AND 308-030-019 ARE DESIGNATED AS EXEMPT SURPLUS LAND AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDED ACTION

Recommendation:

1. Approve a Resolution declaring pursuant to California Government Code Section 54221 that the Subject Property identified as APNs 308-030-018 and 308-030-019 are designated as “exempt surplus land” and finding that such declaration is exempt from environmental review under the California Environmental Quality Act.

SUMMARY

The attached Resolution concerns two (2) parcels of real property identified as APNs 308-030-018 and 308-030-019. Both parcels are owned in fee by the City of Moreno Valley (“City”), collectively consisting of approximately 2.14-acres, as more particularly described in Exhibit “A” and depicted in Exhibit “B” attached to the Resolution (“Subject Property”). Pursuant to the California Surplus Land Act (“SLA”), as set forth in Government Code sections 54220-54333 and the SLA Guidelines as established by the California Department of Housing and Community Development (“HCD”), before the City may dispose of the Subject Property, it must first declare the Subject Property as being either “surplus land” or “exempt surplus land.” “Disposing” of surplus property includes selling, transferring, donating, and in some cases leasing surplus land to another public agency. The purpose of the attached Resolution is to declare the Surplus

Property as “exempt surplus land” under the auspices of the SLA and the SLA Guidelines.

DISCUSSION

Generally, when the City Council declares real property “surplus land,” it must send a Notice of Availability (“NOA”) to local public entities within the City, “housing sponsors,” and HCD, noting that the surplus land can be used “for the purpose of developing low- and moderate-income housing”. If the City receives a Notice of Interest within 60 days of the issuance of the NOA, it must engage in good faith negotiations with the responding party for at least a 90- day period.

On the other hand, if the subject real property is declared to be “exempt surplus land,” at a City Council meeting, based on findings supporting such designation that are consistent with the definition of “exempt surplus land” as specified in the SLA and SLA Guidelines, the City may bypass the NOA process and dispose of the exempt surplus land by sale, lease, etc. However, a copy of the written findings for such an exemption determination must be sent to HCD by the City at least 30 days before a sale of the subject “exempt surplus land.”

The Subject Property qualifies for designation as “exempt surplus land” under the SLA and SLA Guidelines in that the plan is to transfer title to the Subject Property to the Riverside Community College District (“District”) for the development of student housing by the District for the District’s students. Moreover, the Subject Property is not necessary for the City’s use since the Subject Property is not being currently used, nor is there any written plan adopted by the City that would indicate that the Subject Property is planned to be used for any City work or operations now or in the future. Basically, if the Resolution is approved, this will confirm that the Subject Property is “exempt surplus land” in that it is not necessary for the City’s use or operations now or in the future, which will allow the City to sell the Subject Property to the District for the development of student housing, after providing the requisite 30-days’ notice to HCD.

The adoption of the Resolution qualifies as a Class 12 exemption pursuant to CEQA Guidelines section 15312 (Surplus Government Property Sales) since the Subject Property is not located in an area of statewide, regional, or areawide concerns as identified in CEQA Guidelines Section 15206(b)(4).

ALTERNATIVES

1. Approve the attached Resolution declaring, pursuant to California Government Code section 54221, that the Subject Property identified as APNs 308-030-018 and 308-030-019 are designated as “exempt surplus land” and not necessary for the City’s use at this time, nor is there any written plan adopted by the City that would indicate that the Subject Property is planned to be used for City work or operations, and finding that such declaration is exempt from environmental review under the California Environmental Quality Act. *Staff recommends this alternative since it will allow the Riverside Community College District to provide*

housing to serve the needs of Moreno Valley College students who are experiencing housing insecurity and/or the threat of homelessness.

2. Do not approve the Resolution and retain ownership of the Subject Property. *Staff does not recommend this alternative since it will deprive the Riverside Community College District with a feasible means for providing housing for Moreno Valley College students who are experiencing housing insecurity and/or the threat of homelessness.*

FISCAL IMPACT

Because the recommended action is a preliminary step required prior to authorizing a purchase and sale agreement between the City of Moreno Valley and the Riverside Community College District, the recommended action does not have a fiscal impact. If, however, the attached Resolution is approved and a purchase and sale agreement is subsequently considered by the City Council, there will be a fiscal impact analysis provided in the respective staff report that will reflect the sales proceeds the City will receive from the district, plus the savings the City will incur after the City relinquishes all its maintenance and security obligations related to the Subject Property to the District.

NOTIFICATION

The public has been notified through the publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Aldo E. Schindler
Assistant City Manager

Department Head Approval:
Brian Mohan
Assistant City Manager/CFO/City Treasurer

CITY COUNCIL GOALS

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

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

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. Legal Descriptions for APNs 308-030-018 and 308-030-019
- 2. Resolution Declaring APNs 308-030-018 and 308-030-019 Exempt Surplus Property

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 8:12 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:07 AM

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

CITY CLERKS DEPARTMENT
CITY OF MORENO VALLEY
P.O. BOX 1440
MORENO VALLEY, CA 92337

325701

RECEIVED FOR RECORD
Min. Post. 10/10/89

SEP 21 1989
Received in Office of Recorder
of Riverside County, California
William E. Smith
Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX \$.....
..... Computed on the consideration or value of property conveyed; Of
..... Computed on the consideration or value less liens or encumbrance
remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
THE WARMINGTON COMPANY

a corporation organized under the laws of the State of CALIFORNIA, does hereby

GRANT to THE CITY OF MORENO VALLEY

the real property in the City of MORENO VALLEY
County of RIVERSIDE, State of California, described as

Legal Description as shown on Exhibit "A" attached hereto and
by this reference incorporated herein. Also shown on plat
attached as Exhibit "B".

Dated _____

THE WARMINGTON COMPANY

STATE OF CALIFORNIA
COUNTY OF ORANGE

On MAY 1, 1989, before me,

By Robert P. Warmington President

the undersigned, a Notary Public in and for said State, personally appear-
ed ROBERT P. WARMINGTON

By Teri L. Pierce Secretary

and TERI L. PIERCE
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the persons who executed the within instrument as

President and

Secretary,

on behalf of THE WARMINGTON
COMPANY



this corporation herein named, and acknowledged to me that such cor-
poration executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.

WITNESS my hand and official seal.
Signature Pearl L. Hunt

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Attachment: Legal Descriptions for APNs 308-030-018 and 308-030-019 (5891 : RESOLUTION DECLARING PURSUANT TO GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY

325701

EXHIBIT "A"

THAT PORTION OF AMENDED PARCEL MAP NO. 16,950, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 113 PAGES 62 THROUGH 70 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT PARCEL OF LAND CONVEYED TO RIVERSIDE CITY COLLEGE FOUNDATION AS DESCRIBED IN DEED RECORDED MARCH 16, 1987, AS INSTRUMENT NO. 71344, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITH THE EASTERLY RIGHT-OF-WAY LINE OF LASSELLE STREET AS SHOWN BY PARCEL MAP NO. 20557 ON FILE IN BOOK 147 AT PAGES 20 THROUGH 27, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID INTERSECTION BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1661.50 FEET, A RADIAL LINE TO SAID BEGINNING POINT BEARS NORTH 82 DEGREES 55' 18" EAST;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LASSELLE STREET AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 24' 17", AN ARC LENGTH OF 388.72 FEET TO A POINT AT THE BEGINNING OF A LINE NONTANGENT TO LAST SAID CURVE;

THENCE NORTH 54 DEGREES 01' 07" EAST A DISTANCE OF 478.60 FEET;

THENCE SOUTH 35 DEGREES 58' 53" EAST A DISTANCE OF 162.82 FEET;

THENCE NORTH 54 DEGREES 01' 07" EAST A DISTANCE OF 202.28 FEET TO

THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO RIVERSIDE CITY COLLEGE FOUNDATION AS DESCRIBED IN DEED RECORDED MARCH 16, 1987 AS INSTRUMENT NO. 71343, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:

THENCE ALONG SAID WESTERLY LINE TO AND ALONG THE WESTERLY LINE OF LAND CONVEYED IN SAID DEED RECORDED MARCH 16, 1987, AS INSTRUMENT NO. 71344 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SOUTH 05 DEGREES 29' 10" WEST 261.47 FEET;

THENCE ALONG THE NORTHERLY LINE OF LAND DESCRIBED IN SAID DEED RECORDED MARCH 16, 1987 AS INSTRUMENT NO. 71344 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SOUTH 53 DEGREES 59' 22" WEST 654.27 FEET TO THE POINT OF BEGINNING.

325701

RIVERSIDE CITY COLLEGE FOUNDATION
INST. NO. 71343, O.R., RIVERSIDE
COUNTY, CALIFORNIA

S 35° 58' 53" E
162.82

N 54° 01' 07" E
202.28

S 05° 29' 10" W
261.47

PM 20557
MB 147/20-27

PM 16950
MB 113/62-70

CIVIC CENTER SITE
5.0 ACRES

RIVERSIDE CITY COLLEGE FOUNDATION
INST. NO. 71344, O.R., RIVERSIDE
COUNTY, CALIFORNIA

LASSALLE STREET (MB 147/20-27)

478.60

N 54° 01' 07" E

654.27

S 53° 59' 22" W

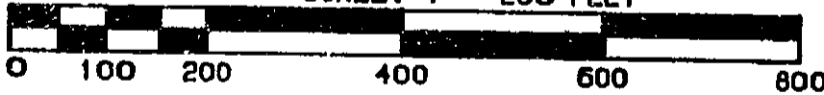
Δ = 13° 24' 17"
R = 1661.50
L = 388.72

501.615

EXHIBIT "B"

P.O.B.

SCALE: 1" = 200 FEET



THIS PLAT IS SOLELY AN AID IN LOCATING
THE PARCEL(S) DESCRIBED IN THE ATTACHED
DOCUMENT. IT IS NOT PART OF THE WRITTEN
DESCRIPTION THEREIN.



•P• CIVIC CTR EXHBT/1"=100' - 103110.91PF: 22701 227 24-Feb-89 09:12 AM / 709001-5429

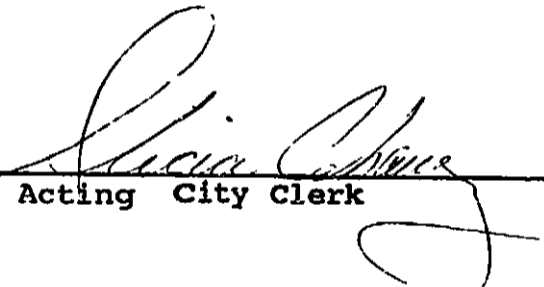
Attachment: Legal Descriptions for APNs 308-030-018 and 308-030-019 (5891 : RESOLUTION DECLARING PURSUANT TO GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY

325701

GRANT DEED ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant, dated May 1, 1989, from The Warmington Company, to the City of Moreno Valley, a municipal corporation of the State of California, is hereby accepted by order of the Moreno Valley City Council, pursuant to authority so ordered on July 25, 1989, and the grantee consents to recordation thereof by its duly authorized officer.

Dated August 14, 1989



Acting City Clerk

Attachment: Legal Descriptions for APNs 308-030-018 and 308-030-019 (5891 : RESOLUTION DECLARING PURSUANT TO GOVERNMENT CODE § 54221 THAT THE REAL PROPERTY

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT THE SUBJECT PROPERTY IDENTIFIED AS ASSESSOR PARCEL NUMBERS 308-030-018 AND 308-030-019 IS DESIGNATED AS EXEMPT SURPLUS LAND AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Moreno Valley ("City") is a municipal corporation and general law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, the Riverside Community College District ("District") is a public agency that oversees three colleges - Moreno Valley College, Norco College, and Riverside City College; and

WHEREAS, Moreno Valley College (MVC) is located at 16130 Lasselle Street, Moreno Valley, California 92551; and

WHEREAS, the District and specifically MVC expressed that in order "to serve the needs of Moreno Valley College students, especially those experiencing housing insecurity or homelessness, the District desires building student housing on or adjacent to the Moreno Valley College campus"; and

WHEREAS, in light of the foregoing, the District is interested in acquiring City-owned property adjacent to the Moreno Valley College campus, behind Fire Station 91 located on Lassalle Street, identified as APN #s: 308-030-018 and 308-030-019 ("Subject Property"); and

WHEREAS, the District further indicated that "On-campus student housing will allow students to alleviate one of the barriers to the pursuit of higher education and will permit students to actively engage with the campus and local community. Furthermore, on-campus student housing will enhance the student learning environment and become a transformative experience for students by enhancing student development and academic success"; and

WHEREAS, staff has determined that the Subject Property is not currently being used by the City, nor are they necessary for the City's use now or in the foreseeable future or planned to be used under any written plan adopted by the Moreno Valley City Council; and

WHEREAS, there is no evidence that the Subject Property is planned to be used or is currently being used for any of the following: (a) utility sites, (b) watershed property, (c) for conservation purposes, (d) for demonstration, exhibition, or educational purposes related to greenhouse gas emissions, or (e) buffer sites near sensitive governmental

uses, including, but not limited to, wastewater treatment plants; and

WHEREAS, staff has further determined that the Subject Property qualifies as “exempt surplus land” under California Government Code Section 54221(f)(1)(D) in that the Subject Property constitutes surplus land that the City of Moreno Valley plans to transfer to the District, a state agency, for the District’s use as on-campus affordable student housing for students experiencing housing insecurity and/or risk homelessness, that will allow students to alleviate one of the barriers to the pursuit of higher education, in addition to enhancing the student learning environment that is critical to student development and academic success; and

WHEREAS, pursuant to California Government Code Section 54221(f)(1)(D), “exempt surplus land” includes “[s]urplus land that a local agency is transferring to another local, state, or federal agency for the agency’s use” and

WHEREAS, in light of the foregoing, by declaring the Subject Property “exempt surplus land,” it is not necessary that the City (before disposing of the surplus lands) to send a written notice of availability of the subject lands to certain entities, as described in Government Code section 54222.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. RECITALS

That the above recitals and the findings contained and referenced therein are true and correct and are incorporated herein by this reference.

Section 2. EXEMPT SURPLUS LANDS DECLARATION

That the Subject Property, identified as Assessor Parcel Numbers 308-030-018 and 308-030-019, as described in the legal descriptions attached hereto as Exhibit "A" and depicted in the map attached hereto as Exhibit "B", both of which are hereby incorporated herein by this reference, is hereby declared to constitute "Exempt Surplus Land" pursuant to California Government Code Section 54221(f)(1)(D), which defines “exempt surplus land” to include “[s]urplus land that a local agency is transferring to another local, state, or federal agency for the agency’s use.”

Section 3. FINDINGS

That the Subject Property, identified as Assessor Parcel Numbers 308-030-018 and 308-030-019, qualifies as “exempt surplus land” under California Government Code Section 54221(f)(1)(D) is based on the findings that the Subject Property will be transferred to the Riverside Community College District, a state agency, for the District’s plan to provide on-campus affordable student housing that will address issues students

are experiencing with housing insecurity and/or risk homelessness, that will allow students to alleviate one of the barriers to the pursuit of higher education, in addition to enhancing the student learning environment that is critical to student development and academic success.

Section 4. CITY COUNCIL REGULAR MEETING

That this Resolution was presented to the City Council at a noticed regular meeting on the City Council.

Section 5. CEQA EXEMPTION

That the adoption of this Resolution qualifies as a Class 12 exemption pursuant to CEQA Guidelines section 15312 (Surplus Government Property Sales) since the Subject Property is not located in an area of statewide, regional, or areawide concerns as identified in CEQA Guidelines Section 15206(b)(4).

Section 6. SEVERABILITY

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

Section 7. REPEAL OF CONFLICTING PROVISIONS

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

Section 8. EFFECTIVE DATE

That this Resolution shall take effect immediately upon its adoption.

Section 9. CERTIFICATION

That the City Clerk shall certify to the passage and adoption of this Resolution, enter the same in the book for original resolutions of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Resolution is passed and adopted.

Section 10. HOUSING AND COMMUNITY DEVELOPMENT

That a copy of this Resolution and related staff report shall be forwarded to the California Department of Housing and Community Development at least 30 days before

3
Resolution No. 2022-xx
Date Adopted: _____, 2022

the sale of the Subject Property to the Riverside Community College District, as may be required by any applicable law or regulations.

APPROVED AND ADOPTED this 5th day of July 2022.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Brian Mohan, Acting City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

4
Resolution No. 2022-xx
Date Adopted: _____, 2022

Attachment: Resolution Declaring APNs 308-030-018 and 308-030-019 Exempt Surplus Property [Revision 1] (5891 : RESOLUTION DECLARING

RESOLUTION JURAT

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

I, Brian Mohan, Acting City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2022-_____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2022-xx
Date Adopted: _____, 2022

Attachment: Resolution Declaring APNs 308-030-018 and 308-030-019 Exempt Surplus Property [Revision 1] (5891 : RESOLUTION DECLARING

325701

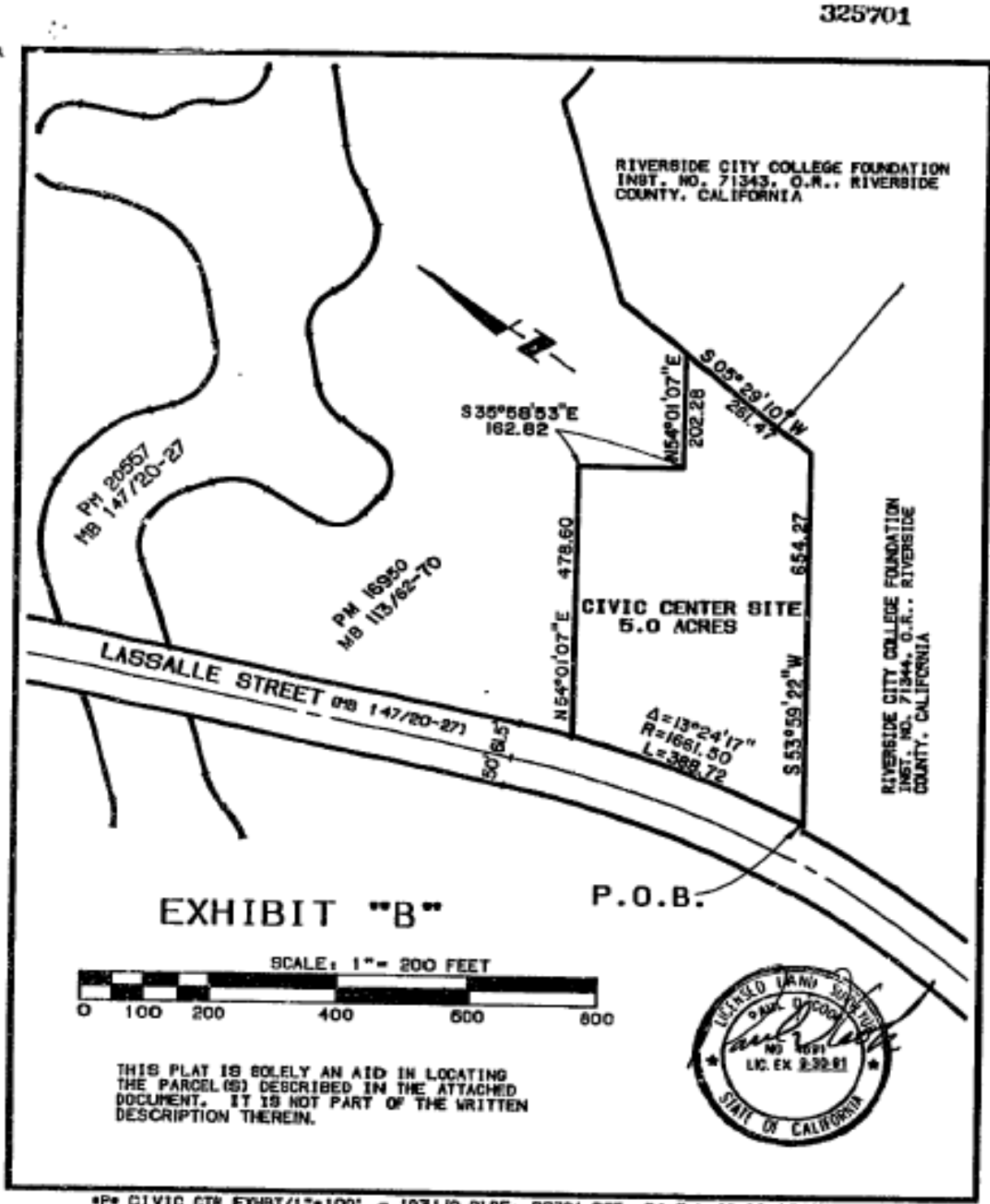
EXHIBIT "A"

THAT PORTION OF AMENDED PARCEL MAP NO. 16,950, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 113 PAGES 62 THROUGH 70 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT PARCEL OF LAND CONVEYED TO RIVERSIDE CITY COLLEGE FOUNDATION AS DESCRIBED IN DEED RECORDED MARCH 16, 1987, AS INSTRUMENT NO. 71344, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITH THE EASTERLY RIGHT-OF-WAY LINE OF LASSELLE STREET AS SHOWN BY PARCEL MAP NO. 20557 ON FILE IN BOOK 147 AT PAGES 20 THROUGH 27, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID INTERSECTION BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1661.50 FEET, A RADIAL LINE TO SAID BEGINNING POINT BEARS NORTH 82 DEGREES 55' 18" EAST;
THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LASSELLE STREET AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 24' 17", AN ARC LENGTH OF 388.72 FEET TO A POINT AT THE BEGINNING OF A LINE NONTANGENT TO LAST SAID CURVE;
THENCE NORTH 54 DEGREES 01' 07" EAST A DISTANCE OF 478.60 FEET;
THENCE SOUTH 35 DEGREES 58' 53" EAST A DISTANCE OF 162.82 FEET;
THENCE NORTH 54 DEGREES 01' 07" EAST A DISTANCE OF 202.28 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO RIVERSIDE CITY COLLEGE FOUNDATION AS DESCRIBED IN DEED RECORDED MARCH 16, 1987 AS INSTRUMENT NO. 71343, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE ALONG SAID WESTERLY LINE TO AND ALONG THE WESTERLY LINE OF LAND CONVEYED IN SAID DEED RECORDED MARCH 16, 1987, AS INSTRUMENT NO. 71344 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SOUTH 05 DEGREES 29' 10" WEST 261.47 FEET;
THENCE ALONG THE NORTHERLY LINE OF LAND DESCRIBED IN SAID DEED RECORDED MARCH 16, 1987 AS INSTRUMENT NO. 71344 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SOUTH 53 DEGREES 59' 22" WEST 654.27 FEET TO THE POINT OF BEGINNING.

7
Resolution No. 2022-xx
Date Adopted: _____, 2022

Attachment: Resolution Declaring APNs 308-030-018 and 308-030-019 Exempt Surplus Property [Revision 1] (5891 : RESOLUTION DECLARING



P CIVIC CTR EXHBT/1"=100' - 103110.91PF; 22701 227 24-Feb-69 09:12 AM / 709001-5429

Attachment: Resolution Declaring APNs 308-030-018 and 308-030-019 Exempt Surplus Property [Revision 1] (5891 : RESOLUTION DECLARING

325701

GRANT DEED ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant, dated May 1, 1989, from The Warrington Company, to the City of Moreno Valley, a municipal corporation of the State of California, is hereby accepted by order of the Moreno Valley City Council, pursuant to authority so ordered on July 25, 1989, and the grantee consents to recordation thereof by its duly authorized officer.

Dated August 14, 1989



Acting City Clerk

Exhibit B

Maps



CITY OF MORENO VALLEY
FIRE STATION 91
SURPLUS LAND
TOTAL: 93,218 SQ FT
(2.14 AC)

- ★ Fire Stations
- ▭ Fire Station 91 Parcels
- ▭ Fire Station 91 Surplus Land
- 15ft Buffer
- ▭ Parcels

0 50 100 200 Ft

Map Produced by Moreno Valley Geographic Information System
 Geographic Information in:
 NAD 1983 StatePlane California VI FIPS 0406 Feet
 G:\Divisions\Finance\2021\MXD\FireStation91_SurplusLand_032921B.mxd
 Printed: 3/31/2021

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County, City of Moreno Valley will not be held responsible for any losses or damages resulting from the use of this map.

Imagery: Nearmap

MORENO VALLEY
 THE REAL QUALITY SOURCE

Attachment: Resolution Declaring APNs 308-030-018 and 308-030-019 Exempt Surplus Property [Revision 1] (5891 : RESOLUTION DECLARING



Report to City Council

TO:**FROM:**

Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE:

July 5, 2022

TITLE:

PEN19-0168 (TR 32408) - APPROVE TRACT MAP 32408 LOCATED AT THE NORTHWEST CORNER OF BAY AVENUE AND MORENO BEACH DRIVE. DEVELOPER: KB HOME COASTAL INC., A CALIFORNIA CORPORATION

RECOMMENDED ACTION

Recommendations:

1. Approve Tract Map 32408.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 32408, which is owned by KB Home Coastal Inc., a California Corporation. Tract Map 32408 will subdivide one (1) lot into 80 residential lots and is located at the northwest corner of Bay Avenue and Moreno Beach Drive.

DISCUSSION

On September 28, 2006, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 32408. The project was subsequently approved for an additional extension of time. The second and final extension of time (PEN19-0168) expired on September 28, 2021. However, the final map was submitted for review prior to the expiration date and is ready for City Council approval. The project involves the subdivision of one (1) 27.6-acre lot into 80 single-family residential lots located at the northwest corner of Bay Avenue and Moreno Beach Drive. The Agreement for Public Improvements was approved by the City on June 9, 2022. Tract Map 32408 is in

substantial conformance with the approved Tentative Tract Map. The developer has requested that the final map be approved for recordation. Due to the size of the final map, it is not attached to this report. However, the map is available for review at the Public Works/Land Development counter at City Hall.

ENVIRONMENTAL

On September 28, 2006, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 32408. In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Commission determined that the project would not result in significant impacts to the environment and adopted a Negative Declaration under the provisions of CEQA.

ALTERNATIVES

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

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

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

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

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

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.

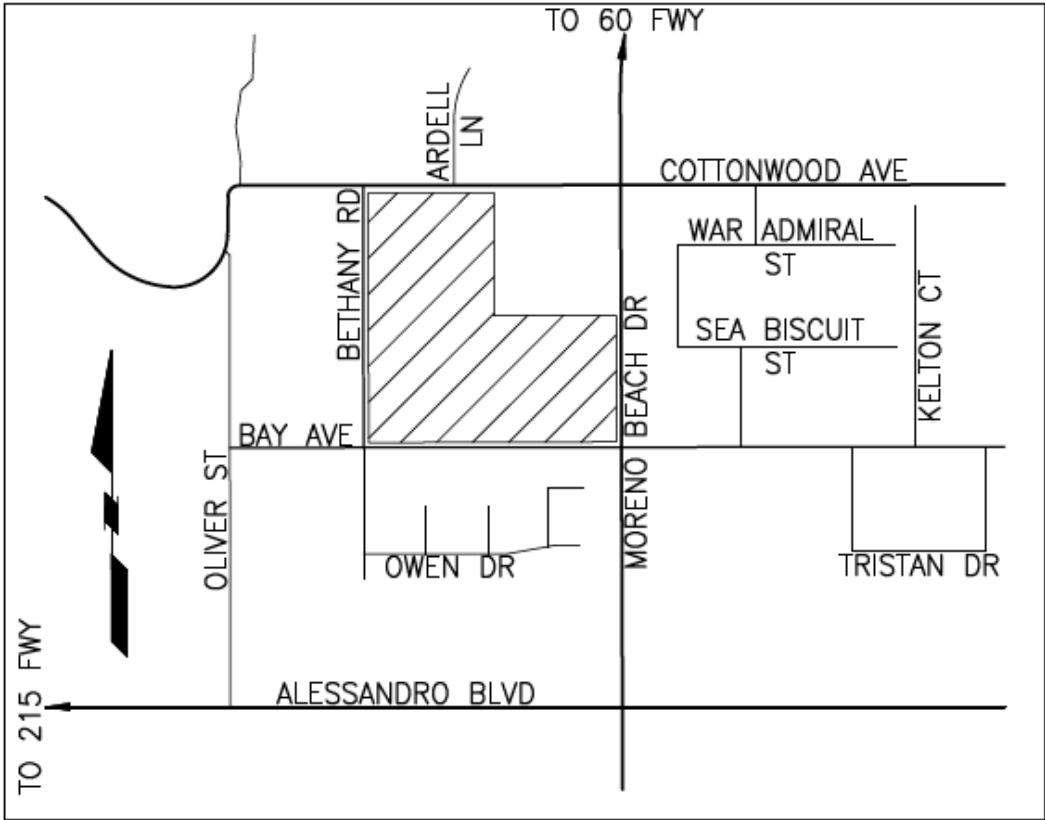
ATTACHMENTS

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

- 1. Vicinity Map - PEN19-0168 (TR 32408)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 7:55 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:14 AM



VICINITY MAP
NTS

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN19-0168 (TR 32408)
Final Map

Attachment: Vicinity Map - PEN19-0168 (TR 32408) (5886 : PEN19-0168 (TR 32408) - APPROVE TRACT MAP 32408 LOCATED AT THE



Report to City Council

TO:

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: July 5, 2022

TITLE: PEN19-0244 (TR 33436) - APPROVE TRACT MAP 33436 LOCATED AT THE NORTHWEST CORNER OF IRONWOOD AVENUE AND LASSELLE STREET. DEVELOPER: KB HOME COASTAL INC., A CALIFORNIA CORPORATION

RECOMMENDED ACTION

Recommendations:

1. Approve Tract Map 33436.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 33436, which is owned by KB Home Coastal Inc., a California Corporation. Tract Map 33436 will subdivide two (2) lots into 104 residential lots and is located at the northwest corner of Ironwood Avenue and Lasselle Street.

DISCUSSION

On March 23, 2006, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 33436. The project involves the subdivision of two (2) 34.61 acre lots (gross) into 104 single-family residential lots located at the northwest corner of Ironwood Avenue and Lasselle Street. The Agreement for Public Improvements is anticipated to be approved by the City by July 5, 2022. Tract Map 33436 is in substantial conformance with the approved Tentative Tract Map. The developer has requested that the final map be approved for recordation. Due to the size of the final map, it is not attached to this report. However, the map is available for review at the

Public Works/Land Development counter at City Hall.

ENVIRONMENTAL

On March 23, 2006, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 33436. In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Commission determined that the project would not result in significant impacts to the environment and adopted a Negative Declaration under the provisions of CEQA.

ALTERNATIVES

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

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

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

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

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.

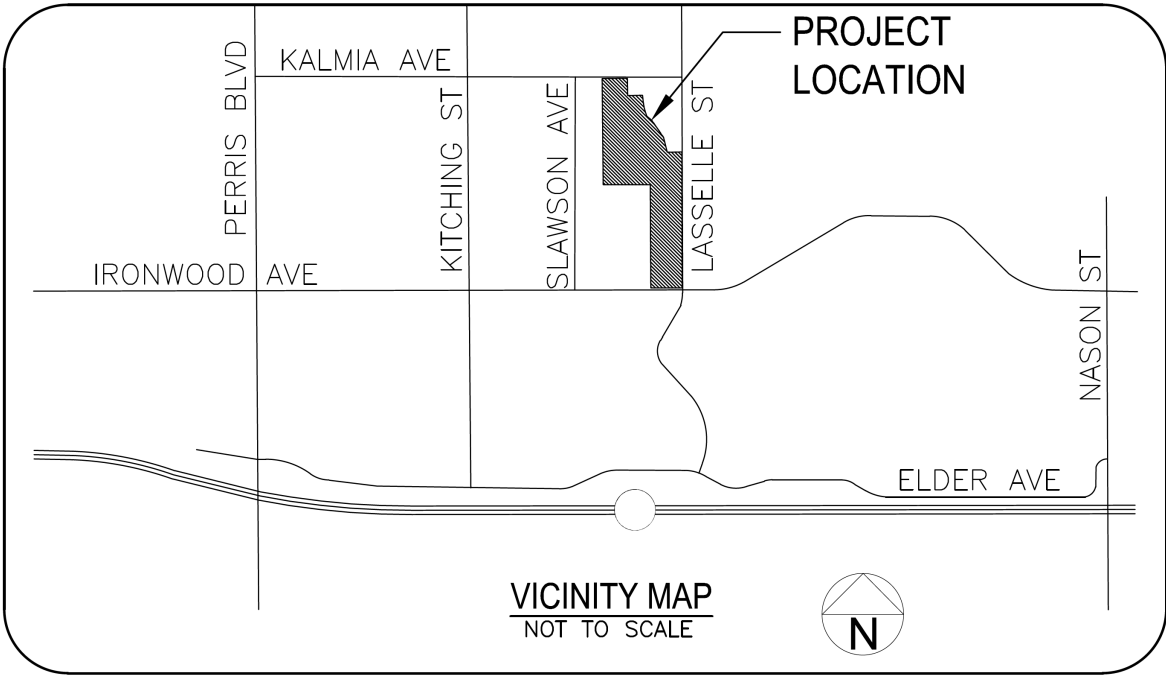
ATTACHMENTS

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

- 1. Vicinity Map PEN19-0244 (TR 33436)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 7:55 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:12 AM



**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT
DIVISION**

**PEN19-0244 (TR 33436)
Final Map**

Attachment: Vicinity Map PEN19-0244 (TR 33436) (5887 : PEN19-0244 (TR 33436) - APPROVE TRACT MAP 33436 LOCATED AT THE



Report to City Council

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

FROM: Jeremy Bubnick, Parks & Community Services Director

AGENDA DATE: July 5, 2022

TITLE: APPROVE A FIVE (5) YEAR AGREEMENT WITH THINK TOGETHER INC., TO OPERATE 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT SUMMER PROGRAM FY 22/23 THRU FY 26/27

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Approve a five (5) year agreement with Think Together, Inc., for the operation of the 21st Century Community Learning Centers (21st CCLC) Supplemental Grant Summer Program at Edgemont Elementary School beginning with July 1, 2022, through June 30, 2027.
2. Authorize the Executive Director to execute the five (5) year Agreement with Think Together, Inc., for the operation of 21st CCLC Supplemental Grant Summer Program at Edgemont Elementary School, and issue required Purchase Order(s), Change Purchase Order(s) once the Agreement has been fully executed.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement, subject to the approval of the City Attorney.

SUMMARY

This 21st CCLC supplemental grant funding, in partnership with Think Together, Inc. and Moreno Valley Unified School District (MVUSD), will allow the City to continue its summer expanded learning program at Edgemont Elementary school beginning in the summer of 2022 for approximately 125 students. Think Together and MVUSD were co-applicants in the City's response to the California Department of Education (CDE)

request for applications for 21st CCLC grant funding this past November of 2021. The City was notified of the CDE's intent to award. The 21st CCLC grant will be available for a five-year grant term beginning in FY 22/23.

Think Together, Inc. has been successfully operating the City's current 21st CCLC Supplemental Grant Summer Program at Edgemont Elementary since FY 2017/18. To ensure continuity of services, staff recommends approving this agreement for the operation of the 21st CCLC program beginning in July of 2022 through June 30, 2027.

BACKGROUND

The 21st CCLC Program was originally created in 1994 under the federal Elementary and Secondary Education Act (ESEA) and amended with the No Child Left Behind (NCLB) Act of 2001. This program was re-authorized for FY 2016/17 under the Every Student Succeeds Act (ESSA).

The State is responsible for providing the funding and monitoring the program outcomes. Program funding is used for the developing community learning centers which are established by public schools, consortia of schools, community-based organizations (CBO's), and/or private schools, with the assistance of community partners. In summary, the community learning centers provide disadvantaged students with academic support and educational enrichment opportunities to ensure they meet the state's academic achievement standards.

Since 2017/18, the City has been partnering with Think Together, Inc. on the successful implementation of its current 21st CCLC program. Additionally, Think Together, Inc. has been a partner and provider of the City's After School Education and Safety (ASES) Expanded Learning Program since 2011. Both programs have been successful because of Think Together, Inc.'s goal to provide high quality programming for all sites. The ASES program currently serves students from kindergarten through eighth grades at 43 school sites in the MVUSD and Val Verde Unified School Districts (VVUSD). The program provides students with extended learning opportunities in a safe and constructive environment.

DISCUSSION

On November 16, 2021, the Moreno Valley Community Services District approved the City's application for 21st CCLC program funding, in collaboration with Think Together, Inc. and MVUSD who served as co-applicants. The CDE notified the City of its intent to award \$50,000 in supplemental grant funds for 21st CCLC programs effective FY 2022/23. This is a five-year federal grant which will be allocated in annual increments, to be used for supplemental summer program services at Edgemont Elementary beginning in the summer of 2022.

With this funding and approval of the agreement with Think Together, Inc., the City can continue its existing supplemental program, which serves approximately 125 students during the summer, at Edgemont Elementary School located in the MVUSD.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. **Staff recommends this alternative as it will have a positive impact on the community by providing summer academic enrichment opportunities to children.**
2. Do not approve the recommended actions as presented in this staff report. **Staff does not recommend this alternative.**

FISCAL IMPACT

The 21st CCLC Supplemental Grant will fund all summer program expenditures at 100 percent for the next five years. **21st CCLC Supplemental Grant funds are restricted to the summer program as designated in the application.** There is no impact to the General Fund. Think Together, Inc., will provide cash or in-kind local funds for any match requirement as determined by the award contract. Funding will be budgeted in the 2300 Fund Operating Budget.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 22/23 Budget	Proposed Adjustments	FY 22/23 Amended Budget
Receipt of Grant	21 st CCLC	2300-50-92-75014-485000	Rev	\$33,750	\$16,250	\$50,000
Administration	21 st CCLC	2300-50-92-75014-various	Exp	\$1,698	\$802	\$2,500
Contract Services	21 st CCLC	2300-50-92-75014-625099	Exp	\$32,053	\$15,447	\$47,500

FY 23/24 through FY 26/27 (Next 4 years)

Description	Fund	GL Account No.	Type (Rev/Exp)	FY Budget
Receipt of Grant	21 st CCLC	2300-50-92-75014-485000	Rev	\$50,000
Administration	21 st CCLC	2300-50-92-75014-various	Exp	\$2,500
Contract Services	21 st CCLC	2300-50-92-75014-625099	Exp	\$47,500

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
 Patty Yhuit
 Senior Management Analyst

Department Head Approval:
 Jeremy Bubnick
 Director of Parks & Community Services

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

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

- 1. Think Together_Agreement_21ST CCLC 22-23_Exec

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/28/22 7:43 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	6/28/22 9:09 AM

Moreno Valley Community Services District of the City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between **the Moreno Valley Community Services District of the City of Moreno Valley**, with its principal place of business at 14075 Frederick Street, Moreno Valley, CA 92553, hereinafter referred to as the “CSD”, and **THINK Together, Inc.**, a **California non-profit corporation**, with its principal place of business at **2101 E. Fourth Street, Ste. 200B, Santa Ana, CA 92705**, hereinafter referred to as the “Contractor,” based upon CSD policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors.
- B. Contractor desires to perform and assume responsibility for the provision of professional summer learning program contracting services required by the CSD on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional summer learning program contracting services, is licensed in the State of California, if applicable.
- C. CSD desires to engage Contractor to render such services for summer learning programs as set forth in this Agreement.
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the CSD signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: THINK Together, Inc.
 Address: 2101 E. Fourth Street, Ste. 200B
 City: Santa Ana State: CA Zip: 92705
 Business Phone: 714-543-3807 Fax No. 714-543-3852
 Other Contact Number: _____
 Business License Number: 26278
 Federal Tax I.D. Number: 33-0781751

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

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

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from July 1, 2022 to June 30, 2027, unless terminated earlier as provided herein. The agreement is coterminous with and subject to the CSD’s receipt of 21st Century Community Learning Centers (21st CCLC) program supplemental grant funding. The CSD acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

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

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

out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the CSD's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

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

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

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

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

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

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

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

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the CSD unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The CSD and the Contractor agree that to the extent permitted by law, until final approval by the CSD, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended

- only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. If either party makes a good faith, reasonable determination that the other party is in default of its obligations under this agreement, that party must provide the other with a written request to cure the default. If that party reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then that party shall have the right to immediately terminate this agreement upon written notification to the other.
- P. (a) The CSD may terminate the whole or any part of this Agreement at any time without cause by giving at least thirty (30) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the CSD. The CSD shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination. Notwithstanding the foregoing, the CSD may terminate this agreement immediately upon notice of termination, suspension or cancellation of 21st Century Community Learning Centers grant funding.
- (b) Either party may terminate this Agreement for cause. In the event the CSD terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, the CSD may require the Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, CSD may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- Q. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The CSD will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- R. Restrictions on CSD Employees. The Contractor shall not employ any CSD employee or official in the work performed pursuant to this Agreement. No officer or employee of the CSD shall have any financial interest in this Agreement in violation of federal, state, or local law.

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

Contractor:

THINK Together, Inc.
 2101 E. Fourth Street, Ste. 200B
 Santa Ana, CA 92705
 Attn: Randy Barth, Founder & CEO

CSD:

Moreno Valley Community Services District
 14075 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Jeremy Bubnick, Director of Parks & Community Svcs

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

- U. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the CSD. Any attempt to do so shall be null and void,

and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
2. CSD may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CSD and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CSD requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CSD.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CSD. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the CSD, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. CONTRACTOR shall retain all required records for three years after the CSD makes final payments and all other pending matters relating to the Agreement are closed.

12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

Community Services District
of the City of Moreno Valley

BY: _____
Executive Director

Date

THINK Together, Inc.

BY: _____
Printed Name: RANDY BARTH
Chief Executive Officer
6.16.22

Date

<u>INTERNAL USE ONLY</u>
ATTEST:
_____ City Clerk <i>(only needed if Mayor signs)</i>
APPROVED AS TO LEGAL FORM:
<u>Steven B. Quintanilla</u> City Attorney
<u>06/22/2022</u> Date
RECOMMENDED FOR APPROVAL:
<u>[Signature]</u> Department Head <i>(if contract exceeds 15,000)</i>
<u>6.22.22</u> Date

BY: _____
Printed Name: _____
(Corporate Secretary)

Date

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.

- Attachments:
- Exhibit A: Scope of Services
 - Exhibit B: CSD – Services to be provided to Contractor
 - Exhibit C: Terms of Payment

Attachment: Think Together_Agreement_21ST CCLC 22-23_Exec (5855 : FIVE YEAR AGREEMENT THINK TOGETHER INC. FOR 21ST CENTURY

EXHIBIT A
SCOPE OF SERVICES

1. This Agreement between the CSD and the Contractor is for summer learning program services at Edgemont Elementary School, for the 21st Century Community Learning Centers (21st CCLC) program supplemental funding granted to the CSD by the California Department of Education (CDE).
2. The Contractor shall provide summer learning program services to approximately 125 students at Edgemont Elementary School.
3. The dates and times of programs shall be determined by the CSD and Contractor in consultation with the Moreno Valley Unified School District (MVUSD), but shall not operate less than six hours per day for at least 20 program days.
4. Program services must commence prior to June 30, 2023.
5. The Contractor shall develop a program plan in consultation with the CSD and MVUSD, based on the grant application that was submitted by the City of Moreno Valley on behalf of the parties as co-applicants.
6. All staff members required to deliver grant-funded activities will be employed by the Contractor, including any credentialed teachers.
7. The Contractor shall provide all necessary staff training and supervision for the program.
8. The Contractor shall purchase any all required materials and supplies, including bussing and admission fees for one (1) field trip each fiscal year. Equipment and supplies purchased by the Contractor with 21st CCLC grant funds shall be owned by the CSD.
9. The Contractor shall provide cash or in-kind local funds for the amount of any match requirement, as determined by the award contract.
10. The Contractor shall be responsible for completing and submitting all grant-related reports to the CSD ten (10) days prior to the due dates established by the CDE.
11. The Contractor shall maintain and provide access to all records used in the preparation of above reports for a period of five (5) years after the completion of the activities for which the funds were used.
12. The Contractor shall collaborate with the CSD on governance, operational management, and evaluation of the program, and ensure participation at any governance and operations meetings.

EXHIBIT B**CSD – SERVICES TO BE PROVIDED TO CONTRACTOR**

1. The CSD shall act as the lead fiscal and administrative agent with the CDE for operation of the 21st CCLC summer learning program.
2. The CSD shall assist in coordinating with MVUSD, as a co-applicant for this supplemental funding program, to provide the Contactor access to school facilities, including classrooms, cafeteria, and playground areas, necessary to conduct the summer learning program activities.
3. The CSD shall assist in coordinating with MVUSD to provide daily lunches for all program participants, planned and prepared by MVUSD nutrition services employees.
4. The CSD shall submit all required reports for the 21st CCLC program to the CDE in a timely manner and in compliance with stated deadlines.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$ 47,500 annually based on final award amounts from CDE.
 2. The Contractor's compensation shall only be paid out of funds received by the CSD from CDE, and only up to the limits of this agreement.
 3. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the CSD. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
 4. The Contractor will electronically submit an invoice to the CSD for summer learning services (June through July) in two installments annually; one for services delivered through June 30 of that program year, along with documentation evidencing services completed to date, and one for services delivered on or after July 1 of that program year. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the CSD pay for more services than have been satisfactorily completed and the CSD's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
- Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices shall be submitted to the Parks & Community Services Department at:

patty@moval.org or calls directed to (951) 413-3726.

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

6. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. CSD-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
 - F. Backup documentation for all expenditures incurred including copies of pay stubs, receipts, invoices, cancelled checks, general ledgers, bank statements or other documentation to show proof of payment and or expenditure incurred.
7. The CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
8. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the CSD.
9. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of CSD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.