



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 AND THE
MORENO VALLEY COMMUNITY FOUNDATION BOARD OF DIRECTORS**

ADJOURNED REGULAR MEETING OF APRIL 16, 2024 – 6:00 PM
REGULAR MEETING OF MAY 7, 2024 – 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.

Ulises Cabrera, Mayor

Cheylynda Barnard, Mayor Pro Tem
Edward A. Delgado, Council Member

Elena Baca-Santa Cruz, Council Member
Vacant, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
May 7, 2024

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. PROCLAMATION RECOGNIZING MAY AS THE MONTH OF PRAYER FROM OASIS COMMUNITY CHURCH
2. PROCLAMATION RECOGNIZING MAY AS WATER SAFETY AWARENESS MONTH
3. RECOGNIZING 2023 FIREFIGHTER OF THE YEAR

**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 AND THE
MORENO VALLEY COMMUNITY FOUNDATION BOARD OF DIRECTORS**

***THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD
MEETINGS**

***ADJOURNED REGULAR MEETING OF APRIL 16, 2024 – 6:00 PM
REGULAR MEETING OF MAY 7, 2024 – 6:00 PM***

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

**C. INVOCATION - PASTOR ARTURO LINARES WITH IGLESIA RIOS DE AGUA
VIVA**

D. ROLL CALL

E. MOTIONS TO EXCUSE ABSENCES

F. STAFF INTRODUCTIONS

G. APPROVAL OF ORDER OF AGENDA

H. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Speakers shall have a total of three minutes to comment on any matters not on the agenda.

Comments must pertain to matters within the subject matter jurisdiction of the City Council and/or Affiliated Boards.

I. JOINT CONSENT CALENDARS

Speakers have a total of three minutes to comment on all matters on the Joint Consent Calendar which are not pulled for separate discussion by the City Council and/or Affiliated Boards.

Any member of the City Council or Affiliated Boards may pull an item from the Joint

Consent Calendar for discussion purposes, prior to approval of the Joint Consent Calendar.

After any requested discussion involving any given Consent item has taken place, all Consent items may be approved with one motion.

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

Recommendation: Waive reading of all Ordinances.

- I.2. MINUTES - CITY COUNCIL - CLOSED SESSION - APRIL 2, 2024 5:00 PM

Recommendation: Approve as submitted.

- I.3. MINUTES - CITY COUNCIL - REGULAR MEETING - APRIL 2, 2024 6:00 PM

Recommendation: Approve as submitted.

- I.4. COUNCIL TRAINING & TRAVEL EXPENDITURE REPORTS FOR FISCAL YEAR 2023-2024 (Report of: City Clerk)

Recommendation:

- 1. Receive and file the Training & Travel Authorization Forms for the month of March 2024.

- I.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2023/2024 FROM JULY 1, 2023 THROUGH MARCH 31, 2024. (Report of: City Clerk)

Recommendation:

- 1. Receive and file the Fiscal Year 2023/2024 Council Discretionary Expenditure Report for July 1, 2023 through March 31, 2024.

- I.6. ADOPT RESOLUTION DETERMINING THE AMOUNT OF PROPERTY TAX REVENUE TO BE EXCHANGED BETWEEN THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND VALLEY-WIDE RECREATION AND PARK DISTRICT PURSUANT TO LAFCO 2023-05-05 (Report of: City Manager)

Recommendation:

- 1. Adopt Resolution No. CSD 2024-XX. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, determining the amount of property tax revenue to be exchanged between the Moreno Valley Community Services District and Valley-Wide Recreation and Park District pursuant to LAFCO 2023-05-5.

- I.7. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 145, 146, 148, 153, 155-160, 163 and 164 (RESO. NOS. CSD 2024-__ to CSD 2024-__) (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. CSD 2024-__, 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. 145) (Jose Manuel T. Portillo, located at 24380 Atwood Ave.).
2. Adopt Resolution No. CSD 2024-__, 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. 146) (Pedro and Daisy Camberos, located at 24148 Fir Ave.).
3. Adopt Resolution No. CSD 2024-__, 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. 148) (Continental East Fund III.2, located on Krameria Ave. between Colt Way and Quarter Horse Rd.).
4. Adopt Resolution No. CSD 2024-__, 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. 153) (Maria Isabel Egan Family Trust Dated 12/06/2017 and Maria Isabel M. Egan, located at 24111 Eucalyptus Ave.).
5. Adopt Resolution No. CSD 2024-__, 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. 155) (Anesio and Sonia Diaz, located at 24342 Fiji Dr.).
6. Adopt Resolution No. CSD 2024-__, 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. 156) (Saul R. and Maria Angulo-Quinones, located at 15112 Indian St.).

7. Adopt Resolution No. CSD 2024-___, 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. 157) (Colocho Family Trust Dated 9/23/22, Ricardo A. Colocho Sr., and Marleny Y. Colocho, located at 13745 Vellanto Way).
8. Adopt Resolution No. CSD 2024-___, 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. 158) (Oscar de Dios, located on Lasselle St. between Cottonwood Ave. and Lancia St.).
9. Adopt Resolution No. CSD 2024-___, 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. 159) (Carrie Meloni, located at 23290 Vida Ct.).
10. Adopt Resolution No. CSD 2024-___, 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. 160) (Heriberto Gomez, located at 13038 Sunbird Dr.).
11. Adopt Resolution No. CSD 2024-___, 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. 163) (Pedro A. Gonzalez, located at 14632 Antilles Dr.).
12. Adopt Resolution No. CSD 2024-___, 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. 164) (David Chee Long Pong, Xiao Ping Lu, Bright Horizons Trust DTD 1/26/2012, located at 12200 Timlico Ct.).

- I.8. APPROVE THE AGREEMENT FOR CITYWIDE SECURITY SERVICES TO LYONS SECURITY SERVICES, INC. (Report of: Financial & Management Services)

Recommendations:

1. Approve and award the Agreement for On-Site and/or Professional Services with Lyons Security Service, Inc., 505 S. Villa Real Drive, Suite 203, Anaheim, CA 92807 to provide security guard services at various City facilities;
2. Authorize the City Manager, or their designee, to execute the Agreement for On-Site and/or Professional Services with Lyons Security Service, Inc. in the amount of \$3,000,000 for Five-Years, subject to the approval of the City Attorney, with the option to execute two (2) 5-year extensions; and
3. Authorize the City Manager to execute subsequent amendments to the Agreement with Lyons Security Services, Inc., including the authority to authorize associated purchase orders in accordance with the Agreement's terms, subject to the approval of the City Attorney and within the budgetary amounts previously approved by Council as part of the adopted and/or amended budget process.

- I.9. PAYMENT REGISTER - FEBRUARY 2024 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- I.10. LIST OF PERSONNEL CHANGES (Report of: City Manager)

Recommendation:

1. Ratify the list of personnel changes as described.

- I.11. APPROVE THE PURCHASE OF STANDARDIZED TRASH AND RECYCLING RECEPTACLES FROM OUTDOOR CREATIONS, INC. TO BE INSTALLED AT EXISTING CITY PARKS AND PARK FACILITIES (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Authorize the use of the sole source procurement process and approve the purchase of 89 Multi-Compartment (Two-Compartment) Trash/Recycling Receptacles from Outdoor Creations, Inc. the sole source Vendor of this proprietary product designed specifically with dual compartments for trash and recycling contained in a one-piece receptacle design, to be installed in established City Parks and Park

Facilities (Conference and Recreation Center and Civic Center Amphitheater).

2. Authorize the City Manager and/or the City Manager in the Capacity as Executive Director of the CSD to execute an associated purchase order in the amount of \$208,765.55 and process any necessary changes/amendments associated with this purchase up to the budgetary amounts previously approved by Council as part of the adopted and/or amended budget processes.

- I.12. PEN18-0145 (TR 24203) - APPROVE EASEMENT DEED FROM THE CSD TO KB HOME COASTAL, INC., LOCATED ON THE SOUTH SIDE OF LAWLESS ROAD, WEST OF AMERICAN WAY. DEVELOPER: KB HOME COASTAL, INC. (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Approve the Easement Deed, located on the south side of Lawless Road, west of American Way, by and between the CSD and KB Home Coastal, Inc (KB).
2. Authorize the City Manager to execute the Easement Deed with KB.
3. Authorize the City Clerk to transmit the executed Easement Deed to the Riverside County Recorder's Office for recordation.

- I.13. AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP COMPANY FOR PUMP TRACK PARK CONSTRUCTION - PROJECT NO. 807 0058-3015 (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD

1. Award an Agreement with American Ramp Company (ARC) for Pump Track Construction and Amenities Only – Project No. 807 0058-3015 and authorize the City Manager in the Capacity as Executive Director of the CSD Executive Director to execute an agreement in substantial conformance with the attached agreement in the not to exceed amount of \$1,600,00.00, and authorize the Executive Director to approve and execute any subsequent change orders subject to the budgetary amounts previously approved by Council as part of the adopted and/or amended budget processes and the approval of the City Attorney; and
2. Authorize the issuance of a Purchase Order (PO) to American Ramp Company in the amount of \$1,600,000.00 necessary for completing the construction of this project and process any necessary changes/amendments associated with this purchase order up to the budgetary amounts previously approved by Council as part of the adopted and/or amended budget processes.
3. Authorize a budget adjustment in the amount of \$876,132.00 as set

forth in the Fiscal Impact section of this report to provide sufficient budget to complete the construction of the Pump Track and additional Biking amenities.

I.14. ROAD CLOSURES FOR PUBLIC SAFETY EXPO (Report of: Police Department)

Recommendation:

1. Authorize the road closure of the following streets between the hours of 6:00 a.m. and 4:00 p.m. on Saturday, May 18, 2024, to control traffic and promote safety for Public Safety Expo attendees and staff:
 - a. Calle San Juan de Los Lagos between Frederick St. and Veterans Way
 - b. Corporate Way between Calle San Juan de Los Lagos and Resource Way
 - c. Veterans Way between Newhope St. and Goldencrest Dr.

I.15. ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2024/25 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (Report of: Public Works)

Recommendations:

1. Adopt Resolution 2024-XX to establish a Citywide Pavement Rehabilitation Project List for submission to the California Transportation Commission for Fiscal Year 2024/25 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.

I.16. APPROVE MEASURE A LOCAL STREETS AND ROADS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2024/25 TO 2028/29 (Report of: Public Works)

Recommendations:

1. Approve and authorize submittal of the City of Moreno Valley's Measure A Local Streets and Roads Five-Year Capital Improvement Plan for Fiscal Years 2024/25 to 2028/29 and Maintenance of Effort Certificate for Fiscal Year 2024/25 to the Riverside County Transportation Commission; and
2. Authorize the Director of Public Works/City Engineer to submit an annual amended five-year plan to the Riverside County Transportation Commission if changes are made to the listed Measure A projects.

I.17. APPROVAL OF RECOMMENDED PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD PLAN FOR FISCAL YEARS 2024-25 TO 2028-29 (Report of: Public Works)

Recommendations:

1. Approve the Recommended Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2024-25 to 2028-29; and
2. Authorize the Public Works Director to make any minor adjustments necessary for finalizing the Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2024-25 to 2028-29.

I.18. AUTHORIZE THE SECOND AMENDMENT TO THE AGREEMENT WITH R.D. SYSTEMS, INC. FOR PROFESSIONAL SECURITY ACCESS CONTROL SERVICES AT CITY FACILITIES (Report of: Public Works)

Recommendations:

1. Approve the Second Amendment to the Agreement for Professional Security Access Control Services with R.D. Systems, Inc., to increase the contract value funded through Facilities Maintenance (Fund 7310);
2. Authorize the City Manager, or their designee, to execute the Second Amendment to the Agreement for Professional Security Access Control Services with R.D. Systems, Inc., to increase the contract amount by \$200,000 for a total not-to-exceed amount of the five-year Agreement of \$275,000; and
3. Authorize the City Manager, or their designee, to execute the Second Amendment to the Agreement, any subsequent future amendments, and Purchase Orders subject to the approval of the City Attorney, in accordance with approved terms of the agreement and within the available budget previously approved by Council.

I.19. AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO TKE ENGINEERING, INC. FOR THE CACTUS AVENUE PAVEMENT RECONSTRUCTION PROJECT BETWEEN ELSWORTH STREET AND INTERSTATE 215 PROJECT NO. 801 0106 (Report of: Public Works)

Recommendations:

1. Award an Agreement for Professional Consultant Services to TKE Engineering, Inc. to complete preliminary engineering, design Plans, Specifications and Estimate, environmental, and right-of-way services for the Cactus Avenue Pavement Reconstruction Project between Elsworth Street and Interstate 215;
2. Authorize the City Manager to execute the Agreement with TKE

Engineering, Inc. subject to the approval by the City Attorney;

3. Authorize the issuance of a purchase order, funded by Development Impact Fees (Fund 3301 and 3311), to TKE Engineering, Inc., in the amount of \$128,067 when the Agreement has been signed by all parties; and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with TKE Engineering, Inc. within the City Council approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

J. PUBLIC HEARINGS

Public testimony on each Public Hearing item shall be limited to three minutes per speaker and must pertain to the subject under consideration.

Those wishing to testify are encouraged to complete and submit a GOLDENROD speaker slip to the City Clerk Staff.

- J.1. PEN24-0036 - ORDINANCE REVISING TEMPORARY SIGN REGULATIONS SET FORTH IN TITLE 9 (PLANNING & ZONING) OF THE MORENO VALLEY MUNICIPAL CODE (Report of: City Attorney)

Recommendation:

1. Staff recommends that the City Council introduce Ordinance No. [next in order] at the conclusion of the Public Hearing and adopt the same at a subsequent City Council meeting revising the City's Temporary Sign regulations as set forth in Title 9 (Planning & Zoning) of the Moreno Valley Municipal Code to conform with the current opinions of the United States Supreme Court, as presented to and recommended by the Planning Commission.

- J.2. PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG PROJECT SELECTIONS FOR INCLUSION IN FISCAL YEAR 2024/25 ANNUAL ACTION PLAN (Report of: City Manager)

Recommendation to the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the proposed project selections for the Fiscal Year (FY) 2024/25 Annual Action Plan.

K. GENERAL BUSINESS

Public comment on each General Business item shall be limited to three minutes per speaker and must pertain to the subject under consideration.

Those wishing to speak are encouraged to complete and submit a BLUE speaker slip to the City Clerk Staff.

K.1. ENDORSEMENT OF FUNDING REQUEST FOR THE CENTER FOR EMPLOYMENT OPPORTUNITIES (CEO) FROM THE DEPARTMENT OF JUSTICE'S BYRNE-JAG GRANT (Report of: City Clerk)

Recommendation:

1. The City Council is recommended to approve the issuance of a letter of support for the Center for Employment Opportunities' (CEO) funding request from the Byrne-JAG grant. This recommendation aligns with the proposed amendments to the Municipal Code, specifically empowering the Council to approve and sign letters of commendation and recommendation at a noticed public meeting or upon recommendation by the City Manager.

K.2. 2024 CITY COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS (Report of: City Clerk)

Recommendation:

1. Provide direction on appointments to the various committees and regional bodies as noted on the 2024 Council Committee Participation List.
- OR
1. Approve the Mayor's recommendations to the various committees and regional bodies as noted on the 2024 Council Committee Participation.

K.3. CITY COUNCIL DIRECTION REGARDING FILLING CITY COUNCIL DISTRICT #3 VACANCY (Report of: City Clerk)

Recommendations: That the City Council

1. Adopt the attached Resolution calling for a Special Election which shall be consolidated with the November 5, 2024, General Municipal Election to allow the eligible voters of the City of Moreno Valley to elect who shall serve the remaining term of the vacancy created by the resignation of the former District 3 Council Member which expires in December 2024 upon the installation of the candidate elected by the voters on November 5, 2024, to serve as the District 3 Council Member for the 2024-2028 term; or

2. Decide to make an appointment to fill the District 3 vacancy created by the resignation of the former District 3 Council Member until the installation of the candidate elected by the voters on November 5, 2024, in December 2024, to serve as the District 3 Council Member for the 2024-2028 term, and provide direction to the City Clerk regarding appointment procedures deemed necessary and appropriate by the City Council.

L. REGIONAL COMMISSION/COMMITTEE/BOARD REPORTS

L.1. REGIONAL COMMISSION/COMMITTEE/BOARD

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency Board of Directors (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency Board of Directors (RTA)

Western Riverside Council of Governments Executive Committee (WRCOG)

Western Riverside County Regional Conservation Authority Board of Directors (RCA)

School District/City Joint Task Force

M. EMPLOYEE ASSOCIATION REPORTS

N. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

O. CITY COUNCIL CLOSING COMMENTS

Individual Council Member comments shall be limited to five minutes

P. 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, Jane Halstead, 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

Jane Halstead, CMC
City Clerk

Date Posted: May 2, 2024

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC
City Clerk

Date Posted: May 2, 2024

**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
 BOARD OF LIBRARY TRUSTEES AND
 THE MORENO VALLEY COMMUNITY FOUNDATION BOARD OF DIRECTORS**

**CLOSED SESSION – 5:00 PM
 April 2, 2024**

CALL TO ORDER

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Housing Authority, Moreno Valley Public Financing Authority, Board of Library Trustees, and the Moreno Valley Community Foundation Board of Directors was called to order at 5:01 p.m. by Mayor Cabrera in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

ROLL CALL

Council:	Ulises Cabrera	Mayor
	Cheylynda Barnard	Mayor Pro Tem
	Ed Delgado	Council Member
	Elena Baca-Santa Cruz	Council Member
Absent:	David Marquez	Council Member

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

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

Minutes Acceptance: Minutes of Apr 2, 2024 5:00 PM (JOINT CONSENT CALENDARS)

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority, Moreno Valley Public Financing Authority, Board of Library Trustees, and the Moreno Valley Community Foundation Board of Directors will be convened in the Council Chamber for purposes of hearing public comment and then held in the Training 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:

A PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Job Title: City Attorney

Mayor Cabrera recessed the City Council to the Training Room, second floor, City Hall, for their Closed Session at 5:03 p.m.

Mayor Cabrera reconvened the City Council in the Council Chamber from their Closed Session at 5:30 p.m.

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

Deputy City Attorney Colin Kirkpatrick announced that there was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 5:32 pm.

Submitted by:

Jane Halstead, CMC
 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:

Ulises Cabrera
 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
April 2, 2024

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. RECOGNIZING APRIL AS NATIONAL CHILD ABUSE PREVENTION MONTH

Council Member Delgado presented the Proclamation recognizing April as National Child Abuse Prevention Month to Corrine Awad and the Riverside University Health System's Foundation, Pinwheels for Prevention.

2. RECOGNIZING APRIL AS AUTISM AWARENESS MONTH

Mayor Pro Tem Barnard presented the Proclamation recognizing April as Autism Awareness Month to the Val Verde Unified School District Special Education Department.

3. RECOGNITION OF 2024 FIRE EXPLORERS POST #58

Mayor Cabrera provided the recognition to the 2024 Fire Explorers Post #58.

**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
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MORENO VALLEY HOUSING AUTHORITY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
BOARD OF LIBRARY TRUSTEES AND
THE MORENO VALLEY COMMUNITY FOUNDATION BOARD OF DIRECTORS**

**REGULAR MEETING – 6:00 PM
April 2, 2024**

A. 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, Board of Library Trustees, and the Moreno Valley Community Foundation Board of Directors was called to order at 6:03 p.m. by Mayor Cabrera in the Council Chamber located at 14177 Frederick Street.

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

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Delgado.

C. INVOCATION

The invocation was given by Pastor Sergio Casarez from Generations Church.

D. ROLL CALL

Council:	Ulises Cabrera	Mayor
	Cheylynda Barnard	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	Ed Delgado	Council Member
	David Marquez	Council Member

Minutes Acceptance: Minutes of Apr 2, 2024 6:00 PM (JOINT CONSENT CALENDARS)

E. MOTIONS TO EXCUSE ABSENCES

Council Member Baca-Santa Cruz provided comments on her absence from the future City Council meeting on April 16, 2024, and stated she does not believe absences should be excused if they are for personal reasons.

F. STAFF INTRODUCTIONS

Staff:	Jane Halstead	Manager of the Office of the Mayor and City Council/City Clerk
	Patty Rodriguez	Senior Deputy City Clerk
	Colin Kirkpatrick	Deputy City Attorney
	Mike Lee	City Manager
	Brian Mohan	Assistant City Manager, City Treasurer
	Sean Kelleher	Acting Assistant City Manager/Community Development Director
	Launa Jimenez	Chief Financial Officer
	Melissa Walker	Public Works Director/City Engineer
	Jeremy Bubnick	Parks and Community Services Director
	Robert Cardenas	Human Resources Director
	Cruz Esparza	Economic Development Director
	Ken Reichle	Chief of Police
	Jesse Park	Fire Chief

G. APPROVAL OF ORDER OF AGENDA

Motion made by Council Member Baca-Santa Cruz and seconded by Council Member Delgado to approve the order of the agenda.

Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Delgado, Council Member Marquez, Mayor Pro Tem Barnard, and Mayor Cabrera voting yes.

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

H. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Charisse Jackson

1. Praised Council Member Delgado.

Minutes Acceptance: Minutes of Apr 2, 2024 6:00 PM (JOINT CONSENT CALENDARS)

Daryl Terrell

- 1. Unity.

Bob Palomarez

- 1. Homelessness.

Louise Palomarez

- 1. Concerns.

Joe Teague

- 1. Public safety.

Roy Bleckert

- 1. Collaboration.

I.JOINT CONSENT CALENDARS

Mayor Cabrera asked the City Council if they would like any items pulled for separate action or discussion.

With no request from the City Council, Mayor Cabrera called for public comments to be heard.

Roy Bleckert (I.7)

- 1. Supported.

Motion made by Council Member Marquez and seconded by Council Member Delgado to approve the consent calendar.

Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Delgado, Council Member Marquez, Mayor Pro Tem Barnard, and Mayor Cabrera voting yes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Marquez, Council Member
SECONDER:	Ed Delgado, Council Member
AYES:	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

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

Recommendation: Waived reading of all Ordinances.

I.2. CITY COUNCIL - CLOSED SESSION MINUTES - MAR 19, 2024 4:30 PM

Recommendation: Approved as Submitted.

I.3. CITY COUNCIL - REGULAR MEETING MINUTES - MAR 19, 2024 6:00 PM

Recommendation: Approved as Submitted.

I.4. OFFICE OF THE MAYOR AND CITY COUNCIL SPONSORSHIP PROGRAM ANNUAL SPONSORSHIP - EVENT CHANGE (Report of: City Clerk)

Recommendation:

1. That the City Council approved Think Together to use previously approved funding from the Office of the Mayor and City Council Sponsorship Program for Think Together's cancelled "Raise a Hand for Education Benefit" for it new "Spring Kit Build Event."

I.5. PURSUANT TO LANDOWNER PETITION, ANNEX PROPERTY INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NO. 147 (Report of: Financial & Management Services)

Recommendation:

1. Adopted Resolution No. CSD 2024-28, 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. 147) (Michael David Mottesheard & Michael Daniel Mottesheard located at 12547 & 12549 Lasselle St.).

I.6. APPROVAL OF THE FISCAL YEAR 2024/2025 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA 152 (Report of: Public Works)

Recommendations:

1. Approved the County Service Area (CSA) 152 Budget for Fiscal Year (FY) 2024/2025 in the amount \$708,262; and
2. Authorized to continue the levy of the County Service Area 152 Assessment at the same rate as the prior year (\$8.15) per Benefit

Assessment Unit (BAU) for FY 2024/2025.

- I.7. PEN22-0169 (PM 36457-1) – APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND HIGHLAND FAIRVIEW OPERATING CO., FOR THE MORENO MASTER DRAINAGE PLAN (MDP) LINE F, STAGE 4 AND MORENO – LINE F LATERALS LOCATED ON FUTURE PACIFIC GATEWAY BETWEEN EUCALYPTUS AVENUE AND FUTURE BASIN F. DEVELOPER: HIGHLAND FAIRVIEW OPERATING CO. (Report of: Public Works)

Recommendations:

1. Approved the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley (the City), and Highland Fairview Operating Co. (the Developer), for the MDP Line F, Stage 4 and Moreno – Line F Laterals.
2. Authorized the City Manager to execute the Cooperative Agreement.
3. Directed the City Clerk to forward the signed Cooperative Agreement to the District.

J. PUBLIC HEARINGS

- J.1. DEVELOPMENT IMPACT FEE NEXUS STUDY AND DEVELOPMENT IMPACT FEE SCHEDULE (Report of: Public Works)

Recommendations: That the City Council:

1. First Public Hearing:
 - a) Conducted the first Public Hearing for the proposed adoption of the Development Impact Nexus Fee Study Update (Dated April 2, 2024) (“2024 DIF Nexus Study”) which incorporates the adoption of the City of Moreno Valley’s 2024 Capital Improvement Plan for Fiscal Years 2023-24 and 2024-25;
 - b) After the Public Hearing, adopted Resolution No. 2024-14 adopting the 2024 DIF Nexus Study and the 2024 Capital Improvement Plan, and finding the action is exempt from CEQA;
2. Second Public Hearing:
 - a) Conducted the second Public Hearing for the proposed adjustment of the City’s Development Impact Fees; and
 - b) After the Public Hearing, adopted Resolution No. 2024-15 adjusting the City’s Development Impact Fees, and finding the action is exempt from CEQA.

Public Works Director Melissa Walker provided the staff report.

Mayor Cabrera called for Council questions of staff.

With no Council questions of staff, Mayor Cabrera called for public comments to be heard.

Roy Bleckert

- 1. Transparency.

Louise Palomarez

- 1. Suggestions.

Bob Palomarez

- 1. Praised City Manager's Office.

Mayor Cabrera called for Council deliberation.

With no Council deliberation, Mayor Cabrera entertained a motion.

Motion made by Mayor Pro Tem Barnard and seconded by Council Member Delgado to approve the Development Impact Fee and Development Impact Fee Schedule and have the record reflect that the administrative date is April 2, 2024.

Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Delgado, Council Member Marquez, Mayor Pro Tem Barnard, and Mayor Cabrera voting yes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Cheylynda Barnard, Mayor Pro Tem
SECONDER:	Ed Delgado, Council Member
AYES:	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

K. GENERAL BUSINESS - NONE

None.

L. REGIONAL COMMISSION/COMMITTEE/BOARD REPORTS

L.1. REGIONAL COMMISSION/COMMITTEE/BOARD

Minutes Acceptance: Minutes of Apr 2, 2024 6:00 PM (JOINT CONSENT CALENDARS)

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

None.

Riverside County Habitat Conservation Agency Board of Directors (RCHCA)

None.

Riverside County Transportation Commission (RCTC)

None.

Riverside Transit Agency Board of Directors (RTA)

Council Member Marquez reported the following:

The Board heard a presentation from Riverside Transit Agency and amalgamated Transit Union Local 1277 mentorship program update.

The Board authorized awarding an agreement to A-Z Bus Sales, Inc. for the purchase of 30 Glaval Entourage 28-passenger vehicles for contracted fixed route transportation services in the amount not-to-exceed \$11,221,371 which includes a five percent contingency.

Western Riverside Council of Governments Executive Committee (WRCOG)

Council Member Baca-Santa Cruz reported the following:

At the WRCOG Executive Committee meeting on April 1, 2024, the Finance Department, WRCOG committee/agency, and Regional Food Rescue Program (RFRP) activities and reports were received and filed. Additionally, staff recommendations were approved for the following:

- Approval of a TUMF credit agreements.
- Approval of nominations for the 2024 Awards for Outstanding Community Service.
- Recommendation to the General Assembly for adoption of the Fiscal Year 2024/2025 Agency Budget.

Western Riverside County Regional Conservation Authority Board of Directors (RCA)

Council Member Delgado reported the following:

At the RCA Board of Directors meeting on April 1, 2024, the following reports were received and filed:

- MSHCP Fee Collections and 2022 Annual Report
- JPR status
- Property Acquisitions status
- Agency investment
- State/Federal legislative updates

Additionally, staff recommendations were approved for acquisition of tax-defaulted properties, none of which are located in the City of Moreno Valley. Transition of the Executive Director role to Mr. Aaron Hake was also mentioned during the Executive Director Report.

School District/City Joint Task Force

None.

M. EMPLOYEE ASSOCIATION REPORTS

None.

N. CITY MANAGER'S REPORT

1. Earth Day Celebration, April 20th, 2024.
2. Free Dump Day, April 13th, 2024.
3. Veteran's Resource and Wellness Fair, May 2, 2024.

O. CITY COUNCIL CLOSING COMMENTS

Council Member Baca-Santa Cruz

1. Praised City event.

Council Member Marquez

1. Riverside Transit Agency T-Now meetings.

Council Member Delgado

1. Praised City event.

Mayor Pro Tem Barnard

1. Autism awareness.

2. Praised City staff.

Mayor Cabrera

1. Praised City staff.
2. Public art grant ribbon cutting events.
3. MVUSD swimming agreements in the works.
4. Cesar Chavez Day.

P. ADJOURNMENT

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 7:02 PM in memory of Radene Hiers.

Submitted by:

Jane Halstead, CMC
 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:

Ulises Cabrera
 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: Jane Halstead, CMC, City Clerk

AGENDA DATE: May 7, 2024

TITLE: COUNCIL TRAINING & TRAVEL EXPENDITURE REPORTS FOR FISCAL YEAR 2023-2024

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Training & Travel Authorization Forms for the month of March 2024.

SUMMARY

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds used for City Council Training and Travel. Each Council District receives an annual budget allocation of \$4,000 and the Mayor receives an annual budget allocation of \$12,000.

On September 5, 2023, the City Council approved the revision of policy #3.06; to incorporate additional transparency requirements for the reporting of the travel and training forms.

The training and travel forms 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.

No City Council training or travel expenditure activity to report for October 2023.

No City Council training or travel expenditure activity to report for November 2023.

No City Council training or travel expenditure activity to report for December 2023.

Travel Activity for January 2024: Mayor Cabrera, Council Member Delgado, and Council Member Marquez – Reported on February 20th, 2024.

No City Council training or travel expenditure activity to report for March 2024.

FISCAL IMPACT

No Fiscal Impact as all funds are budgeted within the Fiscal Year 2023/2024 annual budget.

PREPARATION OF STAFF REPORT

Prepared By:
Name Jasmin Rivera
Title Executive Assistant to the Mayor and Council Office

Department Head Approval:
Name Jane Halstead
Title City Clerk

Concurred By:
Name
Title

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 7:17 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 8:37 AM



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: May 7, 2024

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2023/2024 FROM JULY 1, 2023 THROUGH MARCH 31, 2024.

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2023/2024 Council Discretionary Expenditure Report for July 1, 2023 through March 31, 2024.

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 2023/2024, for July 1, 2023 through March 31, 2024. 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. 2023-24, unused monies from Fiscal Year 2022/2023 will be carried over to the current Fiscal Year as approved by the City Manager.

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
Executive Assistant to the Mayor and Council Office

Department Head Approval:
Jane Halstead
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 23-24 Expenditure Report Sheet (4-16-2024)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 5:41 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 6:11 PM



MAYOR ULISES CABRERA

Fiscal Year 2023/2024 Council Discretionary Expenditures
Accounts: 1010-10-01-10015-620130 Mayor Discretionary
1010-10-01-10015-620131 Mayor Discretionary - Carryover
July 1, 2023 – March 31, 2024

Date	Amount	Description
7/25/2023	\$ 1,000.00	Kids Youth Mentorship Services Inc. Back-to-School Backpack Giveaway Event
7/31/2023	\$ 102.59	Senior Center Community Engagement Consumables
7/31/2023	\$ 75.00	We Walk by Faith Not by Sight Event
8/25/2023	\$ 300.00	StreetBeat Ave. Records and Moreno Valley Mall Christmas Toy Drive
9/08/2023	\$ 300.00	Diamond Girls Softball Association
9/30/2023	\$ 50.00	CIELO Inland Empire Community Foundation Celebration Brunch
10/10/2023	\$ 300.00	Move & Groove for Health Event - Venue Sponsorship
10/31/2023	\$ 250.00	Kama Burton / Loving Me 1st 8th Annual Girls Conference Sponsorship
10/31/2023	\$ 229.95	Inland Empire Labor Council COPE Gala
11/09/2023	\$ 250.00	Victory Outreach Stop the Violence Event Sponsorship
11/30/2023	\$ 20.00	1st Annual Color Fun Run - Ticket Purchase
12/13/2023	\$ 550.00	Box Springs PTA - Family Community and Leadership in Action Event
11/30/2023	\$ 450.00	Council of Mexican Federations in North America (COFEM) - Immigration Services Resource Fair
1/24/2024	\$ 150.00	Donation for Black History Month Celebration - Moreno Valley Senior Center
1/31/2024	\$ 250.00	Contribution to the Moreno Valley Explorer Program
1/31/2024	\$ 45.00	Riverside Couty of Education State of Education Address
2/14/2024	\$ 250.00	MVUSD Esports "End of the Tournament" Sponsorship
2/29/2024	\$ 34.81	Paper Consumables for Volunteers Supporting the Unity of Faith Food Drive
2/29/2024	\$ 396.52	Food Provision for Volunteers Supporting the Unity of Faith Food Drive
2/29/2024	\$ 113.02	Additional Food Provision for Volunteers Supporting the Unity of Faith Food Drive
	\$ <u>5,116.89</u>	TOTAL Council Discretionary Expenditures for FY 23/24
	\$ 6,000.00	FY 23/24 Adopted Budget Amount
	\$ <u>10.00</u>	FY 22/23 Carryover Budget Amount
	\$ <u>6,010.00</u>	FY 23/24 Amended Budget Amount
	\$ <u>893.11</u>	FY 23/24 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 4/8/2024

Attachment: FY 23-24 Expenditure Report Sheet (4-16-2024) [Revision 1] (6608 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR



COUNCIL DISTRICT 1 ELENA BACA-SANTA CRUZ

Fiscal Year 2023/2024 Council Discretionary Expenditures
Accounts: 1010-10-01-10011-620111 District 1 Discretionary
1010-10-01-10011-620116 District 1 Discretionary - Carryover
July 1, 2023 – March 31, 2024

Date	Amount	Description
No expenditures to report for July 2023		
8/04/2023	\$ 250.00	Diamond Girls Softball Association Team Contribution: Queen Kobras
8/15/2023	\$ 300.00	Diamond Girls Softball Association Team Contribution: Cyclones
9/30/2023	\$ 75.00	We Walk by Faith Not by Sight Event
9/30/2023	\$ 187.25	District 1 Towngate Community Meeting – Venue Rental
No expenditures to report for October 2023		
11/09/2023	\$ 200.00	Canyon Springs High School Band & Pageantry Boosters
No expenditures to report for December 2023		
1/31/2024	\$ 45.00	League of California Cities Riverside Division Meeting
1/31/2024	\$ 65.00	Moreno Valley Community College Martin Luther King Breakfast
2/29/2024	\$ 250.00	RUHS Community Health Systems Book Donation Enhancing Literacy Program
3/07/2024	\$ 250.00	Canyon Springs High School Choir & MV Education Foundation Washington DC Memorial Day Parade

\$ 1,622.25 TOTAL Council Discretionary Expenditures for FY 23/24

\$ 3,000.00 FY 23/24 Adopted Budget Amount

\$ 2,539.00 FY 22/23 Carryover Budget Amount

\$ 5,539.00 FY 23/24 Amended Budget Amount

\$ 3,916.75 FY 23/24 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 4/8/2024

Attachment: FY 23-24 Expenditure Report Sheet (4-16-2024) [Revision 1] (6608 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR



COUNCIL DISTRICT 2 EDWARD A. DELGADO

Fiscal Year 2023/2024 Council Discretionary Expenditures
 Accounts: 1010-10-01-10012-620112 District 2 Discretionary
 1010-10-01-10012-620117 District 2 Discretionary - Carryover
 July 1, 2023 – March 31, 2024

Date	Amount	Description
No expenditures to report for July 2023		
No expenditures to report for August 2023		
No expenditures to report for September 2023		
10/10/2023	\$ 300.00	Move & Groove for Health Event - Venue Sponsorship
10/20/2023	\$ 121.00	Trailseekers of Moreno Valley Equestrian Center Event - Venue Sponsorship
11/9/2023	\$ 200.00	Canyon Springs High School Band & Pageantry Boosters
11/27/2023	\$ 122.00	Moreno Valley Elks Lodge Sponsorship
11/29/2023	\$ 500.00	Calvary Chapel Cheerleading Team Sponsorship
12/22/2023	\$ 500.00	Power Speaks Louder Sponsorship
1/23/2024	\$ 500.00	Canyon Springs High School Baseball Booster
1/31/2024	\$ 500.00	Diamond Girls Softball Association Team Contribution: Black Widows (10u)
1/31/2024	\$ 65.00	Moreno Valley Community College Martin Luther King Breakfast
No expenditures to report for February 2024		
2/29/2024	\$ 500.00	Canyon Springs High School Choir & MV Education Foundation Washington DC Memorial Day Parade
<p><u>\$ 3,308.00</u> TOTAL Council Discretionary Expenditures for FY 23/24</p> <p>\$ 3,000.00 FY 23/24 Adopted Budget Amount</p> <p><u>\$ 648.00</u> FY 22/23 Carryover Budget Amount</p> <p><u>\$ 3,648.00</u> FY 23/24 Amended Budget Amount</p> <p><u>\$ 340.00</u> FY 23/24 Budget Amount Remaining</p>		

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 4/8/2024

Attachment: FY 23-24 Expenditure Report Sheet (4-16-2024) [Revision 1] (6608 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2023/2024 Council Discretionary Expenditures
Accounts: 1010-10-01-10013-620113 District 3 Discretionary
1010-10-01-10013-620118 District 3 Discretionary - Carryover
July 1, 2023 – March 31, 2024

Date	Amount	Description
		No expenditures to report for July 2023
8/04/2023	\$ 500.00	Diamond Girls Softball Association Team Contribution: Ice Queens
		No expenditures to report for September 2023
		No expenditures to report for October 2023
11/15/2023	\$ 500.00	Student of the Month Program Sponsorship
12/31/2023	\$ 1,000.00	Valley View High School Pep Squad
		No expenditures to report for January 2024
		No expenditures to report for February 2024
		No expenditures to report for March 2024

\$ 2,000.00 TOTAL Council Discretionary Expenditures for FY 23/24

\$ 3,000.00 FY 23/24 Adopted Budget Amount

\$ 6,461.00 FY 22/23 Carryover Budget Amount

\$ 9,461.00 FY 23/24 Amended Budget Amount

\$ 7,461.00 FY 23/24 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 4/8/2024



MAYOR PRO TEM CHEYLYNDA BARNARD

Fiscal Year 2023/2024 Council Discretionary Expenditures
Accounts: 1010-10-01-10014-620114 District 4 Discretionary
1010-10-01-10014-620119 District 4 Discretionary - Carryover
July 1, 2023 – March 31, 2024

Date	Amount	Description
7/31/2023	\$ 100.00	Rancho Verde High School Cheer
7/31/2023	\$ 134.86	District 4 Community Engagement Consumables
8/15/2023	\$ 200.00	Diamond Girls Softball Association Team Contribution: Ice Queens
8/15/2023	\$ 13.27	District 4 Community Engagement Refreshments
8/17/2023	\$ 23.70	District 4 Community Engagement Consumables
8/18/2023	\$ 200.00	Diamond Girls Softball Association Team Contribution: Cyclones
		No expenditures to report for September 2023
		No expenditures to report for October 2023
		No expenditures to report for November 2023
		No expenditures to report for December 2023
		No expenditures to report for January 2024
01/31/2024	\$ 45.00	League of California Cities Riverside Division Meeting
01/31/2024	\$ 65.00	Moreno Valley Community College Martin Luther King Breakfast
02/29/2024	\$ 500.00	Sponsorship Senior Center Black History Committee
		No expenditures to report for March 2024

\$ 1,281.83 TOTAL Council Discretionary Expenditures for FY 23/24

\$ 3,000.00 FY 23/24 Adopted Budget Amount

\$ 1,332.00 FY 22/23 Carryover Budget Amount

\$ 4,332.00 FY 23/24 Amended Budget Amount

\$ 3,050.17 FY 23/24 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 4/8/2024



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: Brian Mohan, Assistant City Manager

AGENDA DATE: May 7, 2024

TITLE: ADOPT RESOLUTION DETERMINING THE AMOUNT OF
 PROPERTY TAX REVENUE TO BE EXCHANGED
 BETWEEN THE MORENO VALLEY COMMUNITY
 SERVICES DISTRICT AND VALLEY-WIDE RECREATION
 AND PARK DISTRICT PURSUANT TO LAFCO 2023-05-05

RECOMMENDED ACTION

Adopt Resolution No. CSD 2024-XX. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, determining the amount of property tax revenue to be exchanged between the Moreno Valley Community Services District and Valley-Wide Recreation and Park District pursuant to LAFCO 2023-05-5.

SUMMARY

This report discusses adoption of a resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, determining the amount of property tax revenue to be exchanged between the Moreno Valley Community Services District and Valley-Wide Recreation and Park District pursuant to Local Agency Formation Commission (LAFCO) 2023-05-5.

DISCUSSION

On August 25, 2015, Council approved the World Logistics Center Specific Plan. This specific plan included the 82.24 acres located south and east of Gilman Springs Road, east of Virginia Street, and north of Alessandro Boulevard, which is the same acreage of land that was submitted to LAFCO in 2023 by Highland Fairview for a reorganization/annexation into the Moreno Valley Community Services District.

Based on Revenue and Taxation Code Section 99(b)(5) sets forth that agencies and special districts whose service area or responsibility will be altered by a jurisdictional change must negotiate an exchange of property tax revenues, and that the County Board of Supervisors shall, after consultation with each special district, negotiate such an exchange on their behalf.

As such, Representatives of Moreno Valley Community Service District and Valley-Wide Recreation and Park District have met individually with representatives from the County of Riverside on February 27, 2024, with various telephone and electronic message correspondence occurring thereafter, to provide comments on said negotiation.

Both parties have agreed to move forward with the requested annexation based on Valley-Wide Recreation and Park District shall retain 100 percent of the base property tax revenues allocated to it in the fiscal year immediately preceding the date of annexation within the territory to be annexed and the Moreno Valley Community Service District shall assume responsibility for provision of all parks and recreation services in the area to be annexed, and for such service assumption, shall receive 100 percent of incremental property tax revenues that, absent this exchange of property tax revenues, would have been allocated to Valley-Wide Recreation and Park District pursuant to Section 96.5 of the Revenue and Taxation Code within the territory to be annexed in all fiscal years after the date of annexation.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommend this action as it will allow the City/CSD to complete the annexation as required by the Council approved WLC Specific Plan.*
2. Reject any or all the recommended actions as presented in this staff report. *Staff does not recommend this action, as doing so will contribute to non-conformity pursuant to the Council approved WLC Specific Plan.*

FISCAL IMPACT

There is no fiscal impact associated with the actual annexation process itself. Once the annexation is completed, the City/CSD will receive 100 percent of the incremental property tax increment revenue, which could be significant based on the WLC Specific Plan.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Brian Mohan

Department Head Approval:
Brian Mohan

Assistant City Manager

Assistant City Manager

CITY COUNCIL GOALS

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

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. Resolution No. LAFCO 2023-05-5

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 5:40 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 6:11 PM

RESOLUTION NO. CSD 2024-__

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DETERMINING THE AMOUNT OF PROPERTY TAX REVENUE TO BE EXCHANGED BETWEEN THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND VALLEY-WIDE RECREATION AND PARK DISTRICT PURSUANT TO LAFCO 2023-05-05

WHEREAS, a proposal was submitted to the Riverside Local Agency Formation Commission (LAFCO) requesting a reorganization to include annexation to the City of Moreno Valley and concurrent annexation to Moreno Valley Community Service District (subsidiary), and detachment from Valley-Wide Recreation and Park District, in an area totaling approximately 82.24 acres, located within the County of Riverside, south and east of Gilman Springs Road, east of Virginia Street, and north of Alessandro Boulevard, within the Sphere of Influence of Moreno Valley, to the Moreno Valley Community Service District for provision of parks and recreation services; and,

WHEREAS, Revenue and Taxation Code Section 99(b)(5) sets forth that agencies and special districts whose service area or responsibility will be altered by a jurisdictional change must negotiate an exchange of property tax revenues, and that the County Board of Supervisors shall, after consultation with each special district, negotiate such an exchange on their behalf, and,

WHEREAS, Representatives of Moreno Valley Community Service District and Valley-Wide Recreation and Park District have met individually with representatives from the County of Riverside on February 27, 2024, with various telephone and electronic message correspondence occurring thereafter, to provide comments on said negotiation.

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

Section 1. Moreno Valley Community Service District and Valley-Wide Recreation and Park District are the agencies whose area of responsibility for service would be affected by LAFCO 2023-05-5.

Section 2. Representatives of Moreno Valley Community Service District and Valley-Wide Recreation and Park District have met individually with representatives from the County of Riverside, and negotiated the following exchange of property tax revenue to become effective as of the date of annexation for the parcels identified in LAFCO 2023-05-5:

(a) The Valley-Wide Recreation and Park District shall retain 100 percent of the

1

Resolution No. CSD 2024-__
Date Adopted: April 16, 2024

base property tax revenues allocated to it in the fiscal year immediately preceding the date of annexation within the territory to be annexed.

- (b) The Moreno Valley Community Service District shall assume responsibility for provision of all parks and recreation services in the area to be annexed, and for such service assumption, shall receive 100 percent of incremental property tax revenues that, absent this exchange of property tax revenues, would have been allocated to Valley-Wide Recreation and Park District pursuant to Section 96.5 of the Revenue and Taxation Code within the territory to be annexed in all fiscal years after the date of annexation.

Section 3. The Moreno Valley Community Services District Board of Directors hereby agrees to the above-recited exchange of property tax revenue.

Section 4. District staff will forward this resolution to the Board of Supervisors of the County of Riverside for their approval and concurrence with the above-recited exchange of property tax revenue.

Section 5. The County Auditor shall convert the above-established percentages into actual dollar figures and thereafter allocate such property tax revenues in accord with the provisions of Section 95 et seq. of the Revenue and Taxation Code.

Section 6. The Clerk of the Board of Supervisors of the County of Riverside shall transmit a certified copy of this resolution to each affected agency, to the Executive Officer of the Riverside Local Agency Formation Commission, and to the Auditor of the County of Riverside pursuant to Section 99 of the Revenue and Taxation Code.

APPROVED AND ADOPTED this 16th day of April, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity of President of the Board
of Directors of the Moreno Valley Community
Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Legal Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California, do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 16th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JANE HALSTEAD, SECRETARY

(SEAL)



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: Launa Jimenez, Chief Financial Officer

AGENDA DATE: May 7, 2024

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 145, 146, 148, 153, 155-160, 163 AND 164 (RESO. NOS. CSD 2024-__ TO CSD 2024-__)

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. CSD 2024-__, 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. 145) (Jose Manuel T. Portillo, located at 24380 Atwood Ave.).
2. Adopt Resolution No. CSD 2024-__, 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. 146) (Pedro and Daisy Camberos, located at 24148 Fir Ave.).
3. Adopt Resolution No. CSD 2024-__, 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. 148) (Continental East Fund III.2, located on Krameria Ave. between Colt Way and Quarter Horse Rd.).

4. Adopt Resolution No. CSD 2024-___, 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. 153) (Maria Isabel Egan Family Trust Dated 12/06/2017 and Maria Isabel M. Egan, located at 24111 Eucalyptus Ave.).
5. Adopt Resolution No. CSD 2024-___, 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. 155) (Anesio and Sonia Diaz, located at 24342 Fiji Dr.).
6. Adopt Resolution No. CSD 2024-___, 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. 156) (Saul R. and Maria Angulo-Quinones, located at 15112 Indian St.).
7. Adopt Resolution No. CSD 2024-___, 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. 157) (Colocho Family Trust Dated 9/23/22, Ricardo A. Colocho Sr., and Marleny Y. Colocho, located at 13745 Vellanto Way).
8. Adopt Resolution No. CSD 2024-___, 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. 158) (Oscar de Dios, located on Lasselle St. between Cottonwood Ave. and Lancia St.).
9. Adopt Resolution No. CSD 2024-___, 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. 159) (Carrie Meloni, located at 23290 Vida Ct.).
10. Adopt Resolution No. CSD 2024-___, 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. 160) (Heriberto Gomez, located at 13038 Sunbird Dr.).

11. Adopt Resolution No. CSD 2024-___, 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. 163) (Pedro A. Gonzalez, located at 14632 Antilles Dr.).

12. Adopt Resolution No. CSD 2024-___, 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. 164) (David Chee Long Pong, Xiao Ping Lu, Bright Horizons Trust DTD 1/26/2012, located at 12200 Timlico Ct.).

SUMMARY

Adoption of the resolutions (Attachments 1-12) will certify the annexation of 12 parcels into Community Facilities District (CFD) No. 2021-01 (Parks Maintenance) (“District”). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

DISCUSSION

As a condition of approval for the development projects identified below, the applicants are required to provide an ongoing funding source for maintenance of certain public facilities (e.g., parks). The funding is used to mitigate the cost of the impacts created by the proposed development.

Property Owner Project ACP Record #s	Amendment No.	APN(s)	Location
Jose Manuel T. Portillo Custom Home/Duplex PEN16-0082/SCP23-0079	145	482-030-027	24380 Atwood Ave.
Pedro and Daisy Camberos Accessory Dwelling Unit (ADU) PEN21-0247/SCP22-0113	146	481-130-034	24148 Fir Ave.
Continental East Fund III.2 Commercial Retail Center PEN22-0059/SCP24-0002	148	308-040-058	Krameria Ave. between Colt Way and Quarter Horse Rd.
Maria Isabel Egan Family Trust Dated 12/06/2017 and Maria Isabel M. Egan Accessory Dwelling Unit (ADU) BFR23-0226/SCP24-0006	153	482-020-030	24111 Eucalyptus Ave.

Property Owner Project ACP Record #s	Amendment No.	APN(s)	Location
Anesio and Sonia Diaz Jr. Accessory Dwelling Unit (ADU) BFR23-0042/SCP24-0019	155	485-211-005	24342 Fiji Dr.
Saul R. and Maria Angulo-Quinones Accessory Dwelling Unit (ADU) BFR23-0223/SCP24-0003	156	475-160-068	15112 Indian St.
Colocho Family Trust Dated 9/23/22, Ricardo A. Colocho Sr., and Marleny Y. Colocho Accessory Dwelling Unit (ADU) BFR24-0032/SCP24-0020	157	482-651-011	13745 Vellanto Way
Oscar de Dios Custom Home PEN21-0182/SCP24-0029	158	479-170-033	Lasselle St. between Cottonwood Ave. and Lancia St.
Carrie Meloni Accessory Dwelling Unit (ADU) BFR24-0020/SCP24-0009	159	296-052-001	23290 Vida Ct.
Heriberto Gomez Accessory Dwelling Unit (ADU) BFR23-0242/SCP24-0030	160	296-072-003	13038 Sunbird Dr.
Pedro A. Gonzalez Accessory Dwelling Unit (ADU) BFR23-0187/SCP24-0031	163	484-194-008	14632 Antilles Dr.
David Chee Long Pong, Xiao Ping Lu, Bright Horizons Trust DTD 1/26/2012 Accessory Dwelling Unit (ADU) BFR23-0259/SCP24-0033	164	291-503-009	12200 Timlico Ct.

On June 1, 2021, the CSD Board formed CFD No. 2021-01, pursuant to the Mello-Roos Community Facilities Act of 1982. The District was created to provide the development community with an alternative funding tool to mitigate the impacts of their proposed development. If a property owner elects to annex the parcels of their development into the District, they also authorize the CSD to annually levy a special tax, collected on the annual property tax bill, against property in the development project. Thus, satisfying the condition of approval.

On December 21, 2021, the CSD Board adopted Ordinance No. 56, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service they are receiving.

An applicant has two options to satisfy the condition(s) of approval:

1. The property owner submits a Landowner Petition unanimously approving

annexation of the property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill of the property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or

2. The applicant funds an endowment in an amount sufficient to yield an annual revenue stream that meets the annual obligation and provides for the ongoing operation and maintenance of parks facilities.

The Property Owners listed above elected to annex their property into CFD No. 2021-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed the number of registered voters residing at each property, allowing a special election of the landowner. Adoption of the resolutions (Attachments 1-12) amends the District and adds the property to the tax rate area identified in the Fiscal Impact section of this report. The resolutions also direct the recordation of the boundary maps (Attachments 13-24) and amended notice of special tax liens for the amendments. The Election Official confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 25-36).

ALTERNATIVES

1. Adopt the resolutions. *Staff recommends this alternative since it will annex the properties into CFD No. 2021-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*
2. Do not adopt the resolutions. *Staff does not recommend this alternative because it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.*
3. Do not adopt the resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area within the District. The special tax can only be applied to a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously provided approval. If the projected revenue from the maximum special tax exceeds what is necessary to fund the services within the tax rate area, a lower amount will be applied

to the property tax bill for all of the properties within the affected tax rate area. The maximum special tax rates are detailed below.

Property Owner Project ACP Record #s	Amendment No.	Property Type	FY 2023/24 Maximum Special Tax Rate
Jose Manuel T. Portillo Custom Home/Duplex PEN16-0082/SCP23-0079	145	Single Family	\$335.22/unit
Pedro and Daisy Camberos Accessory Dwelling Unit (ADU) PEN21-0247/SCP22-0113	146	Single Family	\$335.22/unit
Continental East Fund III.2 Commercial Retail Center PEN22-0059/SCP24-0002	148	Commercial	\$21.49/1,000 feet of building square footage
Maria Isabel Egan Family Trust Dated 12/06/2017 and Maria Isabel M. Egan Accessory Dwelling Unit (ADU) BFR23-0226/SCP24-0006	153	Single Family	\$335.22/unit
Anesio and Sonia Diaz Jr. Accessory Dwelling Unit (ADU) BFR23-0042/SCP24-0019	155	Single Family	\$335.22/unit
Saul R. and Maria Angulo-Quinones Accessory Dwelling Unit (ADU) BFR23-0223/SCP24-0003	156	Single Family	\$335.22/unit
Colocho Family Trust Dated 9/23/22, Ricardo A. Colocho Sr., and Marleny Y. Colocho Accessory Dwelling Unit (ADU) BFR24-0032/SCP24-0020	157	Single Family	\$335.22/unit
Oscar de Dios Custom Home PEN21-0182/SCP24-0029	158	Single Family	\$335.22/unit
Carrie Meloni Accessory Dwelling Unit (ADU) BFR24-0020/SCP24-0009	159	Single Family	\$335.22/unit
Heriberto Gomez Accessory Dwelling Unit (ADU) BFR23-0242/SCP24-0030	160	Single Family	\$335.22/unit
Pedro A. Gonzalez Accessory Dwelling Unit (ADU) BFR23-0187/SCP24-0031	163	Single Family	\$335.22/unit

Property Owner Project ACP Record #s	Amendment No.	Property Type	FY 2023/24 Maximum Special Tax Rate
David Chee Long Pong, Xiao Ping Lu, Bright Horizons Trust DTD 1/26/2012 Accessory Dwelling Unit (ADU) BFR23-0259/SCP24-0033	164	Single Family	\$335.22/unit

The maximum special tax rate is subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the affected tax rate area.

NOTIFICATION

Subject Landowner Petitions were emailed to Property Owners over the 2-week period beginning 3/4/24 and ending 4/11/24.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

Department Head Approval:
Launa Jimenez
Chief Financial Officer/City Treasurer

Concurred by:
Felicia London
Special Districts Division Manager

Concurred by:
Jeremy Bubnick
Parks & Community Services Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

6. Youth Programs

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

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

ATTACHMENTS

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

1. Resolution Ordering Annexation - Amendment No. 145
2. Resolution Ordering Annexation - Amendment No. 146
3. Resolution Ordering Annexation - Amendment No. 148
4. Resolution Ordering Annexation - Amendment No. 153
5. Resolution Ordering Annexation - Amendment No. 155
6. Resolution Ordering Annexation - Amendment No. 156
7. Resolution Ordering Annexation - Amendment No. 157
8. Resolution Ordering Annexation - Amendment No. 158
9. Resolution Ordering Annexation - Amendment No. 159
10. Resolution Ordering Annexation - Amendment No. 160
11. Resolution Ordering Annexation - Amendment No. 163
12. Resolution Ordering Annexation - Amendment No. 164
13. Boundary Map - Amendment No. 145
14. Boundary Map - Amendment No. 146
15. Boundary Map - Amendment No. 148
16. Boundary Map - Amendment No. 153
17. Boundary Map - Amendment No. 155
18. Boundary Map - Amendment No. 156
19. Boundary Map - Amendment No. 157
20. Boundary Map - Amendment No. 158
21. Boundary Map - Amendment No. 159
22. Boundary Map - Amendment No. 160
23. Boundary Map - Amendment No. 163
24. Boundary Map - Amendment No. 164
25. Certificate of Election Official - Amendment No. 145
26. Certificate of Election Official - Amendment No. 146

- 27. Certificate of Election Official - Amendment No. 148
- 28. Certificate of Election Official - Amendment No. 153
- 29. Certificate of Election Official - Amendment No. 155
- 30. Certificate of Election Official - Amendment No. 156
- 31. Certificate of Election Official - Amendment No. 157
- 32. Certificate of Election Official - Amendment No. 158
- 33. Certificate of Election Official - Amendment No. 159
- 34. Certificate of Election Official - Amendment No. 160
- 35. Certificate of Election Official - Amendment No. 163
- 36. Certificate of Election Official - Amendment No. 164

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/24 7:55 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/29/24 8:49 AM

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 145 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-____
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 145 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 145 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
145	482-030-027

Attachment: Resolution Ordering Annexation - Amendment No. 145 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B

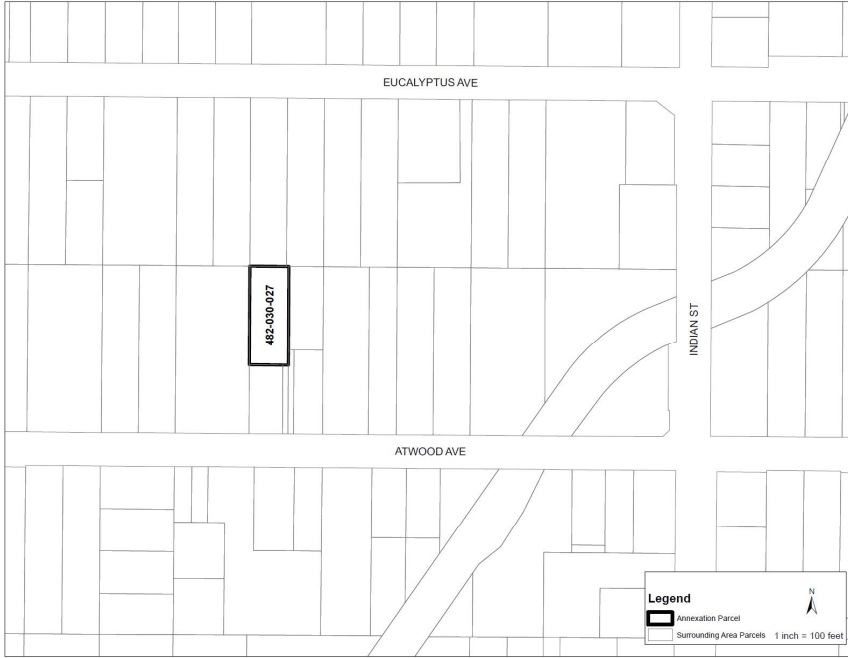
Boundary Map Amendment

AMENDMENT NO. 145 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

SHEET 1 OF 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

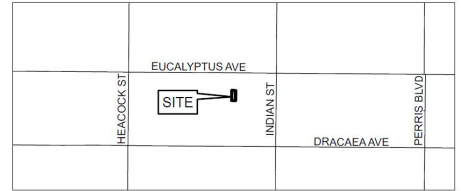
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 90 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNERS OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-035742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP



WILLDAN

27368 Via Industriosa, Suite 200
Brea, CA 92606
(951) 587-3500

Attachment: Resolution Ordering Annexation - Amendment No. 145 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-6
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 146 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-___
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 146 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 146 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
146	481-130-034

Attachment: Resolution Ordering Annexation - Amendment No. 146 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B

Boundary Map Amendment

**AMENDMENT NO. 146 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, FIRST RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

WEBSTER AVE

HEACOCK ST

481-130-034

FIR AVE

Legend

Annexation Parcel

Surrounding Area Parcels

1 inch = 100 feet

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF _____, 20__ AT THE HOUR OF ____ O'CLOCK
M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 27, 2021 IN BOOK 97, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-063742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP

HEACOCK ST

INDIAN ST

SUNNYMEAD BLVD

FIR AVE

PERRIS BLVD

WILLDAN

27300 Via Industria, Suite 200
Beverly Hills, CA 90209
(951) 581-2600

Attachment: Resolution Ordering Annexation - Amendment No. 146 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 148 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-___
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 148 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 148 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
148	308-040-058

Attachment: Resolution Ordering Annexation - Amendment No. 148 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B

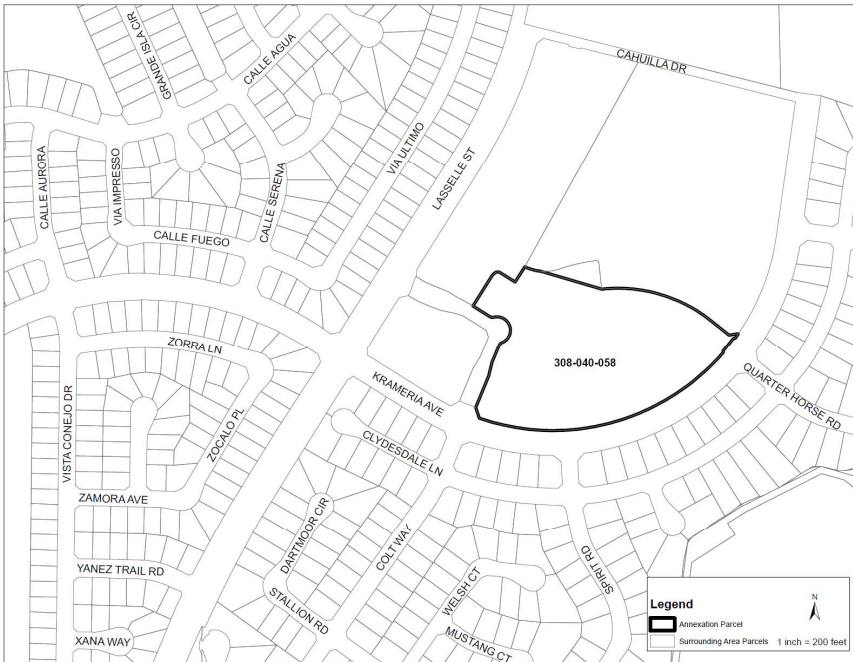
Boundary Map Amendment

AMENDMENT NO. 148 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__

CITY CLERK OF THE CITY OF MORENO VALLEY ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. _____

CITY CLERK OF THE CITY OF MORENO VALLEY ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

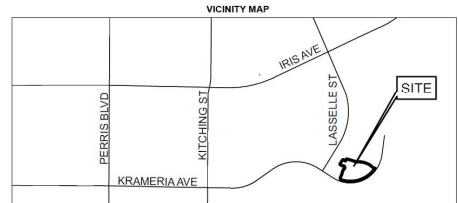
FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-020004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-063742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Attachment: Resolution Ordering Annexation - Amendment No. 148 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-6
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 153 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-___
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 153 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 153 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
153	482-020-030

Attachment: Resolution Ordering Annexation - Amendment No. 153 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B

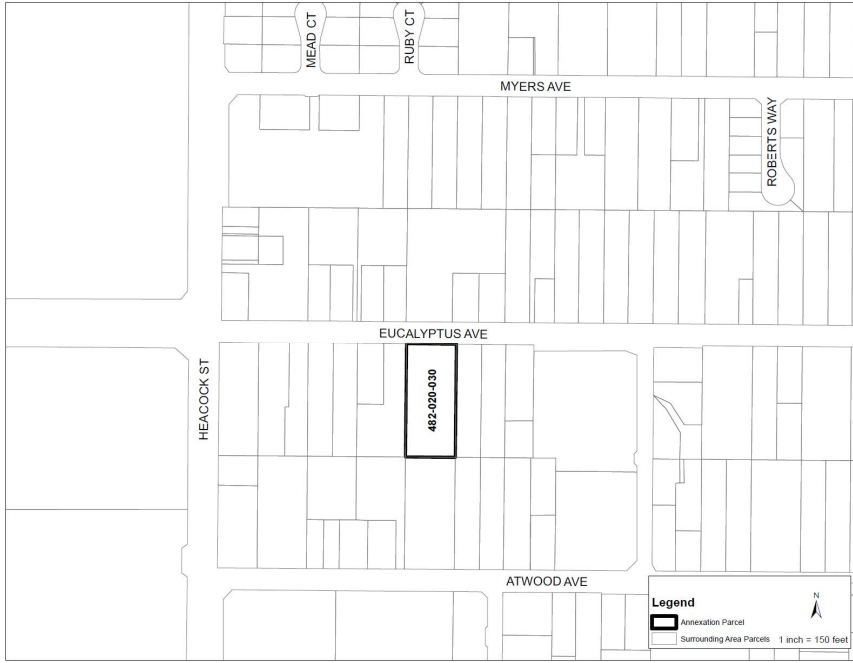
Boundary Map Amendment

AMENDMENT NO. 153 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

SHEET 1 OF 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PREVIOUSLY RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

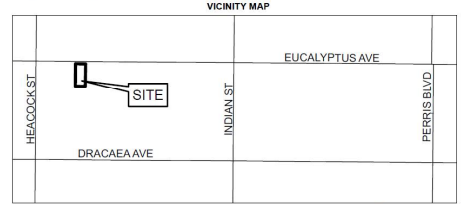
FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK
M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED), RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0305142 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



WILLDAN
37381 Via Industrial, Suite 200
Temecula, CA 92590
(951) 957-2022

Attachment: Resolution Ordering Annexation - Amendment No. 153 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-6
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 155 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-___
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 155 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-_____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 155 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
155	485-211-005

Attachment: Resolution Ordering Annexation - Amendment No. 155 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B Boundary Map Amendment

**AMENDMENT NO. 155 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES INSTRUMENTS AT PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK
M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 90 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-055742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP

Legend

- Annexation Parcel
- Surrounding Area Parcels
- City Boundaries

1 inch = 75 feet

Attachment: Resolution Ordering Annexation - Amendment No. 155 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2024-
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 156 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-____
Date Adopted: May 7, 2024

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 156 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

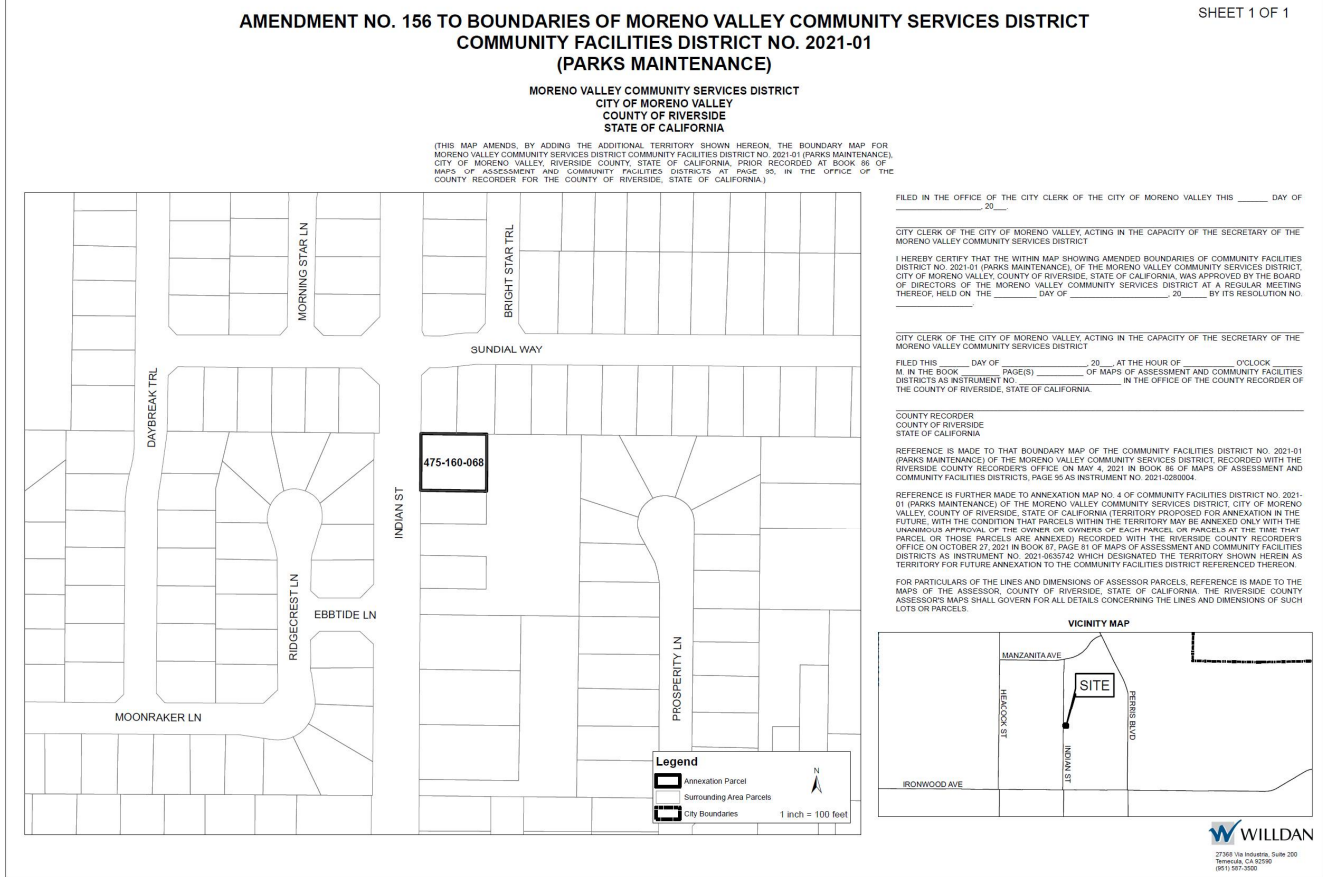
List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
156	475-160-068

Attachment: Resolution Ordering Annexation - Amendment No. 156 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 156 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 157 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-____
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 157 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 157 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
157	482-651-011

Attachment: Resolution Ordering Annexation - Amendment No. 157 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

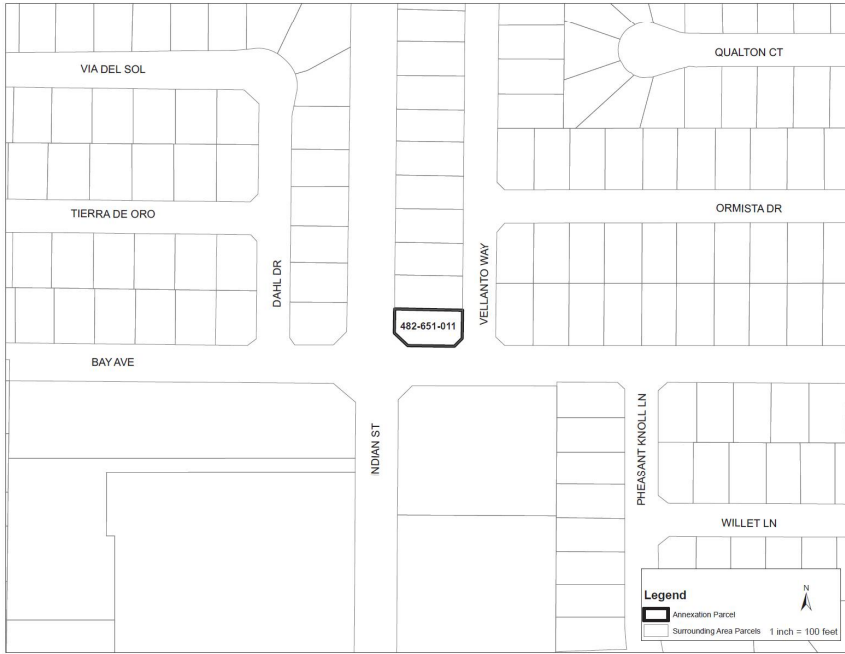
EXHIBIT B Boundary Map Amendment

AMENDMENT NO. 157 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

SHEET 1 OF 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK
M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

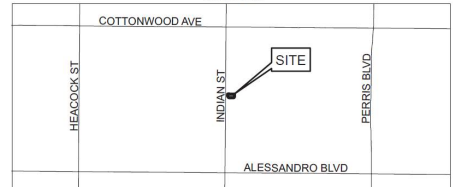
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-063742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP



WILLDAN
2788 Via Industrial, Suite 200
Terrebonne, CA 95799
(916) 587-3500

Attachment: Resolution Ordering Annexation - Amendment No. 157 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-6
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 158 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-___
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 158 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 158 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
158	479-170-033

Attachment: Resolution Ordering Annexation - Amendment No. 158 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B

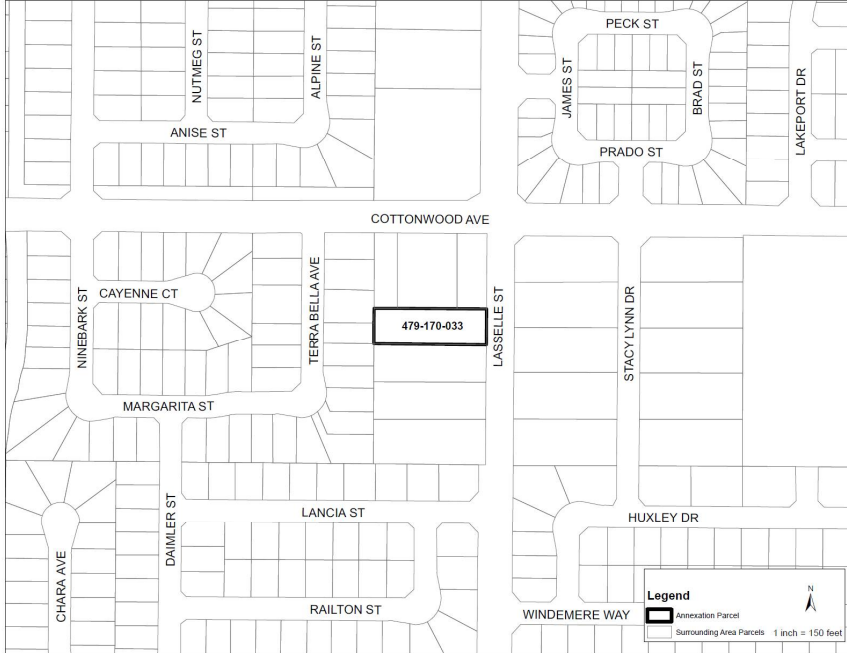
Boundary Map Amendment

AMENDMENT NO. 158 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 96 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT.

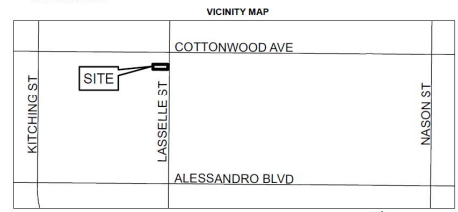
FILED THIS ____ DAY OF _____, 20__ AT THE HOUR OF ____ O'CLOCK
M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE, ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-020004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-065742 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Legend

- Annexation Parcel
- Surrounding Area Parcels

1 inch = 150 feet



Attachment: Resolution Ordering Annexation - Amendment No. 158 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2024-
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 159 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-____
Date Adopted: May 7, 2024

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-_____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 159 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

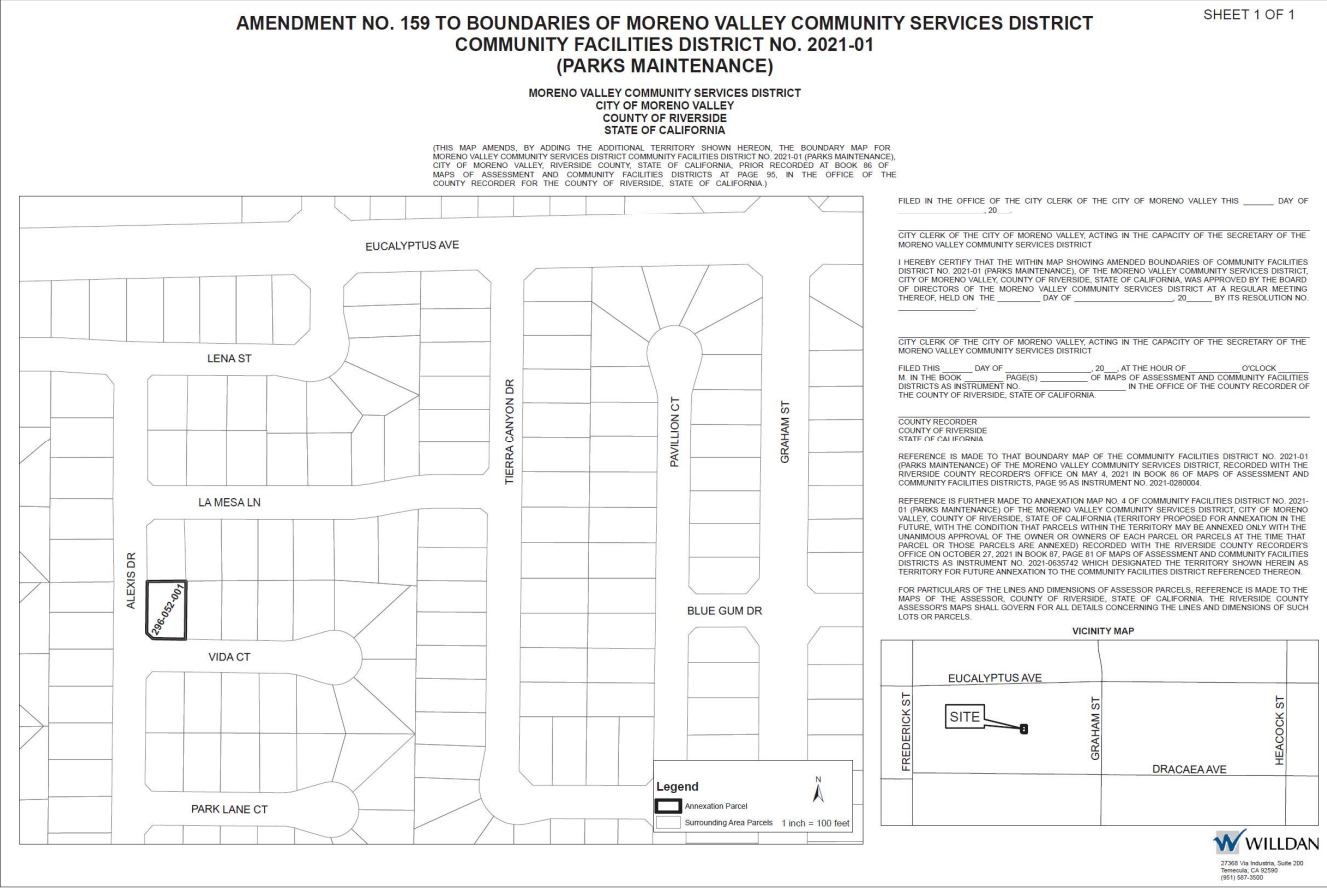
List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
159	296-052-001

Attachment: Resolution Ordering Annexation - Amendment No. 159 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 159 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2024-_____
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 160 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-____
Date Adopted: May 7, 2024

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 160 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 160 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
160	296-072-003

Attachment: Resolution Ordering Annexation - Amendment No. 160 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B Boundary Map Amendment

AMENDMENT NO. 160 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

SHEET 1 OF 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

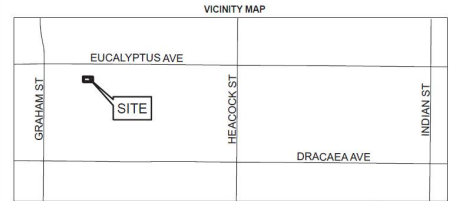
FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK
M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE, ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-026742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



WILLDAN
2758 Via Industria, Suite 200
Temecula, CA 92590
(951) 927-5000

Attachment: Resolution Ordering Annexation - Amendment No. 160 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 163 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-____
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 163 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-_____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 163 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
163	484-194-008

Attachment: Resolution Ordering Annexation - Amendment No. 163 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

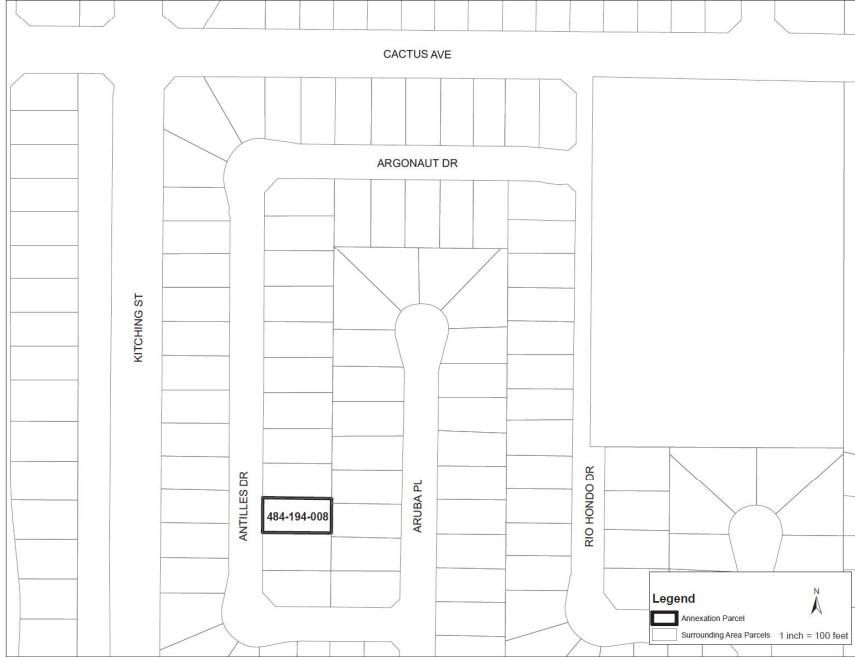
EXHIBIT B Boundary Map Amendment

AMENDMENT NO. 163 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

SHEET 1 OF 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M IN THE BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

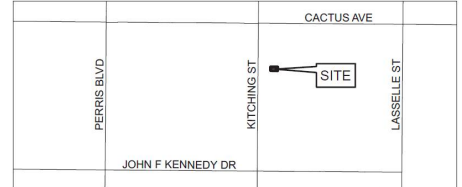
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED), RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-025742 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP



WILLDAN
27350 Via Industria, Suite 200
Menlo Park, CA 94029
(916) 567-3500

Attachment: Resolution Ordering Annexation - Amendment No. 163 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-6
Date Adopted: May 7, 2024

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 164 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2024-____
Date Adopted: May 7, 2024

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board 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.

2
Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

APPROVED AND ADOPTED this 7th day of May, 2024.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2024-3
Date Adopted: May 7, 2024

Attachment: Resolution Ordering Annexation - Amendment No. 164 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2024-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2024-____
Date Adopted: May 7, 2024

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
164	291-503-009

Attachment: Resolution Ordering Annexation - Amendment No. 164 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-5
Date Adopted: May 7, 2024

EXHIBIT B Boundary Map Amendment

AMENDMENT NO. 164 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

SHEET 1 OF 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY _____ 20____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION A _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

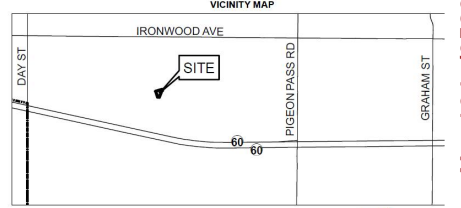
FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER, THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 30 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE LANDOWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE 1882 1/4 PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-063542 WHICH DESIGNATED THE TERRITORY SHOWN HEREON, TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SAID LOTS OR PARCELS.



WILLD
27368 Via Induarte, Suite 20
Temecula, CA 92590
(951) 587-5500

Attachment: Resolution Ordering Annexation - Amendment No. 164 (6589) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2024-6
Date Adopted: May 7, 2024

AMENDMENT NO. 145 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



Legend

- Annexation Parcel
- Surrounding Area Parcels

1 inch = 100 feet

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

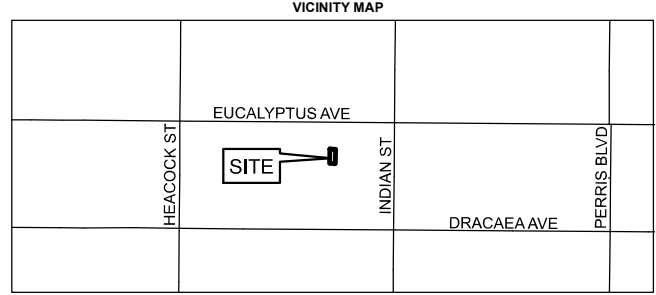
FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 367-3300

Attachment: Boundary Map - Amendment No. 145 (6589 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 146 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

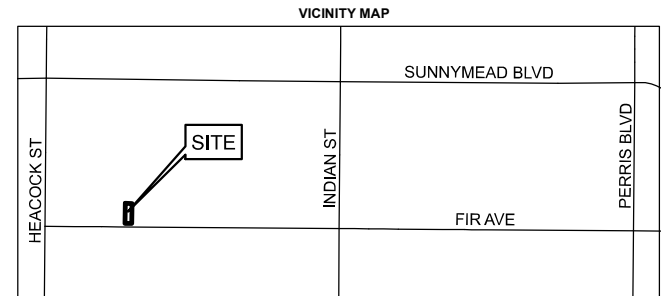
FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



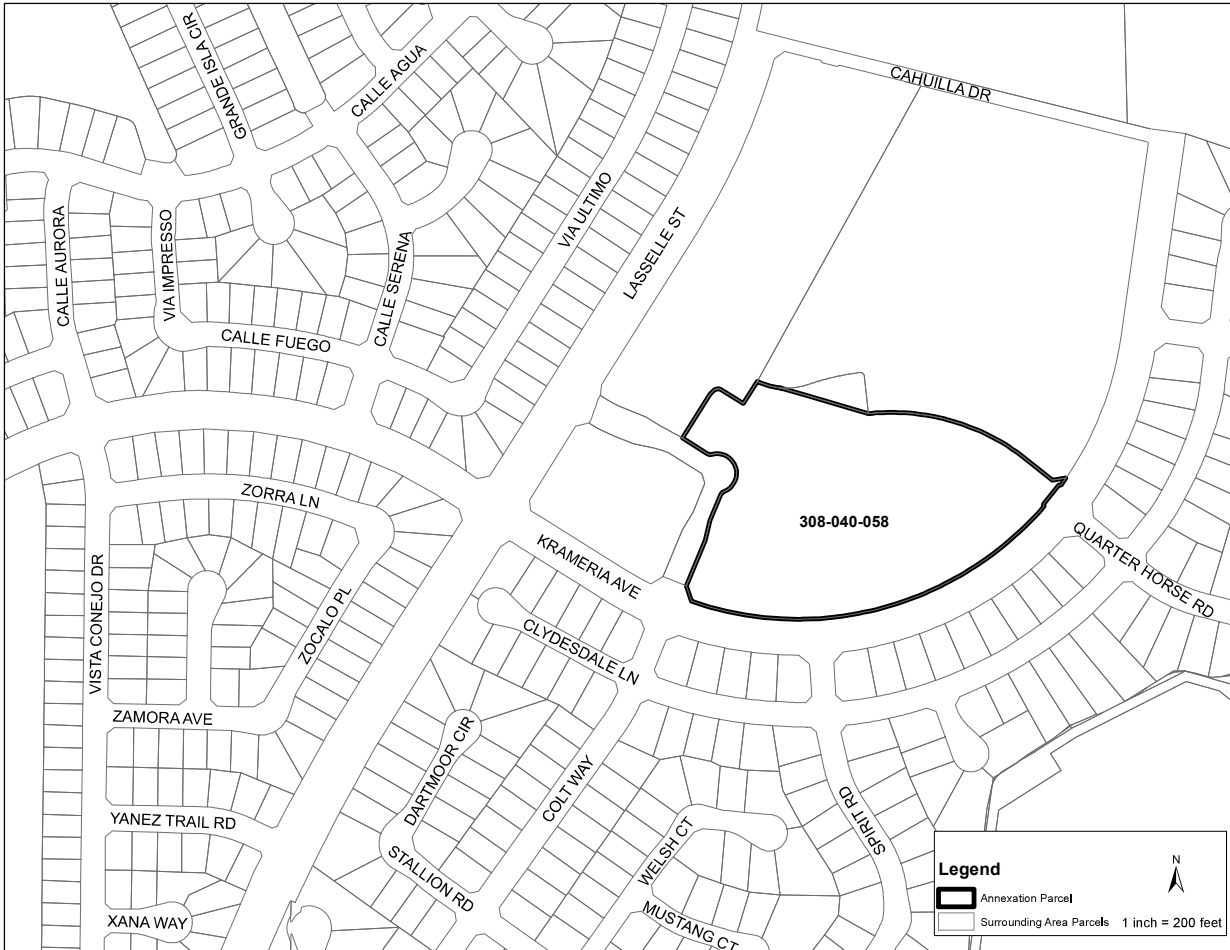
WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 567-3500

Attachment: Boundary Map - Amendment No. 146 (6589 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 148 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

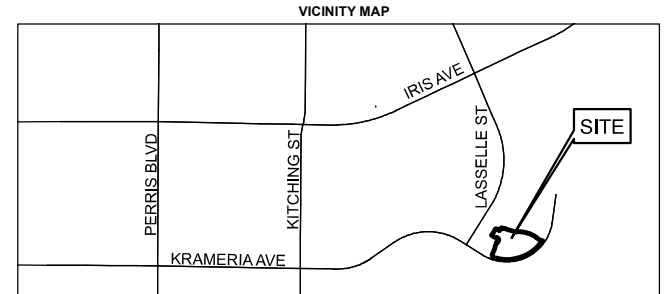
FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



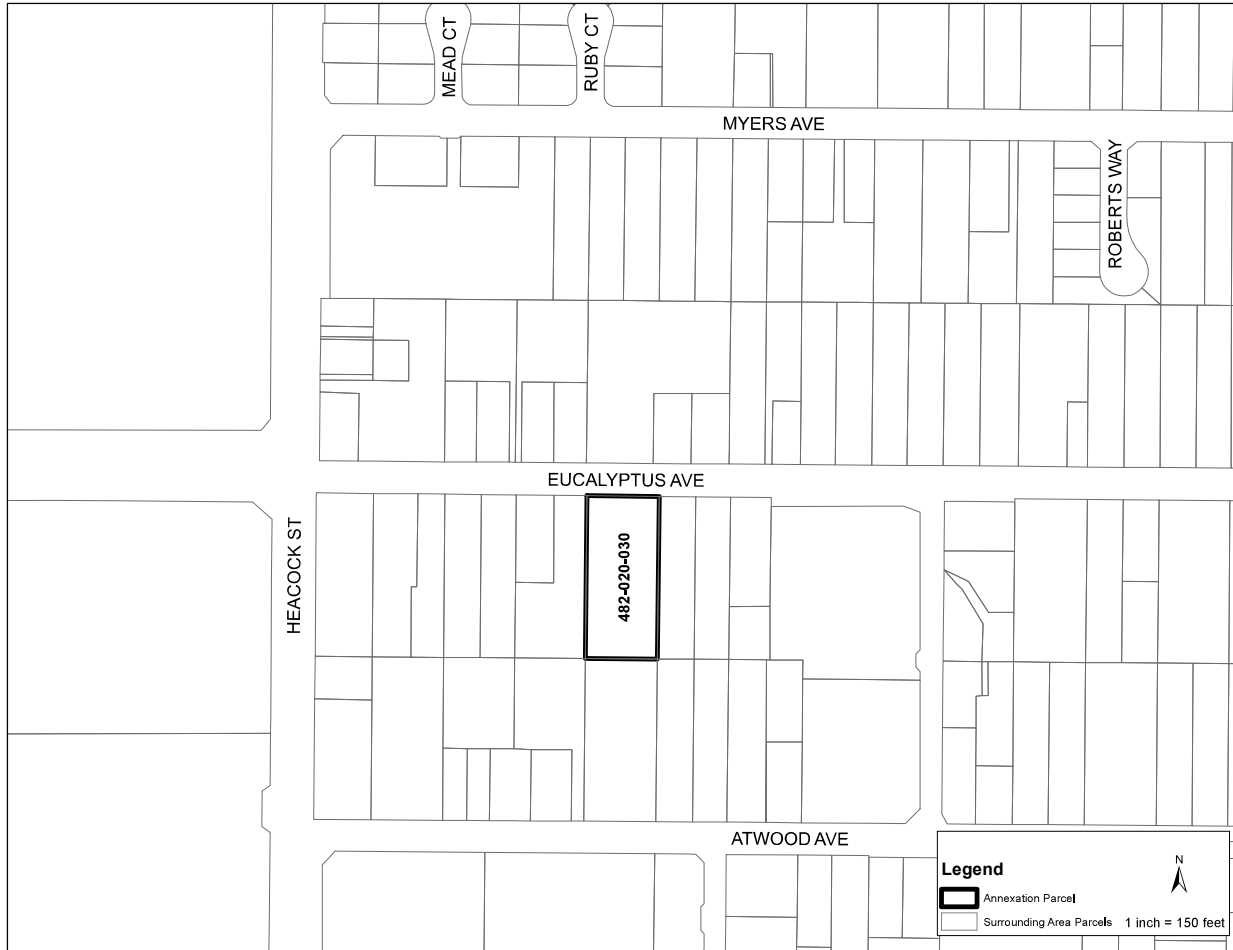
WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 567-3500

Attachment: Boundary Map - Amendment No. 148 (6589 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 153 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF _____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

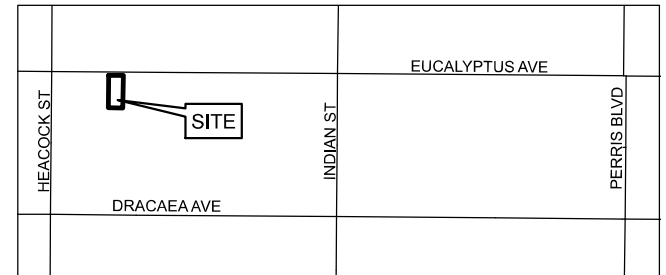
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP



Legend

- Annexation Parcel
- Surrounding Area Parcels

1 inch = 150 feet

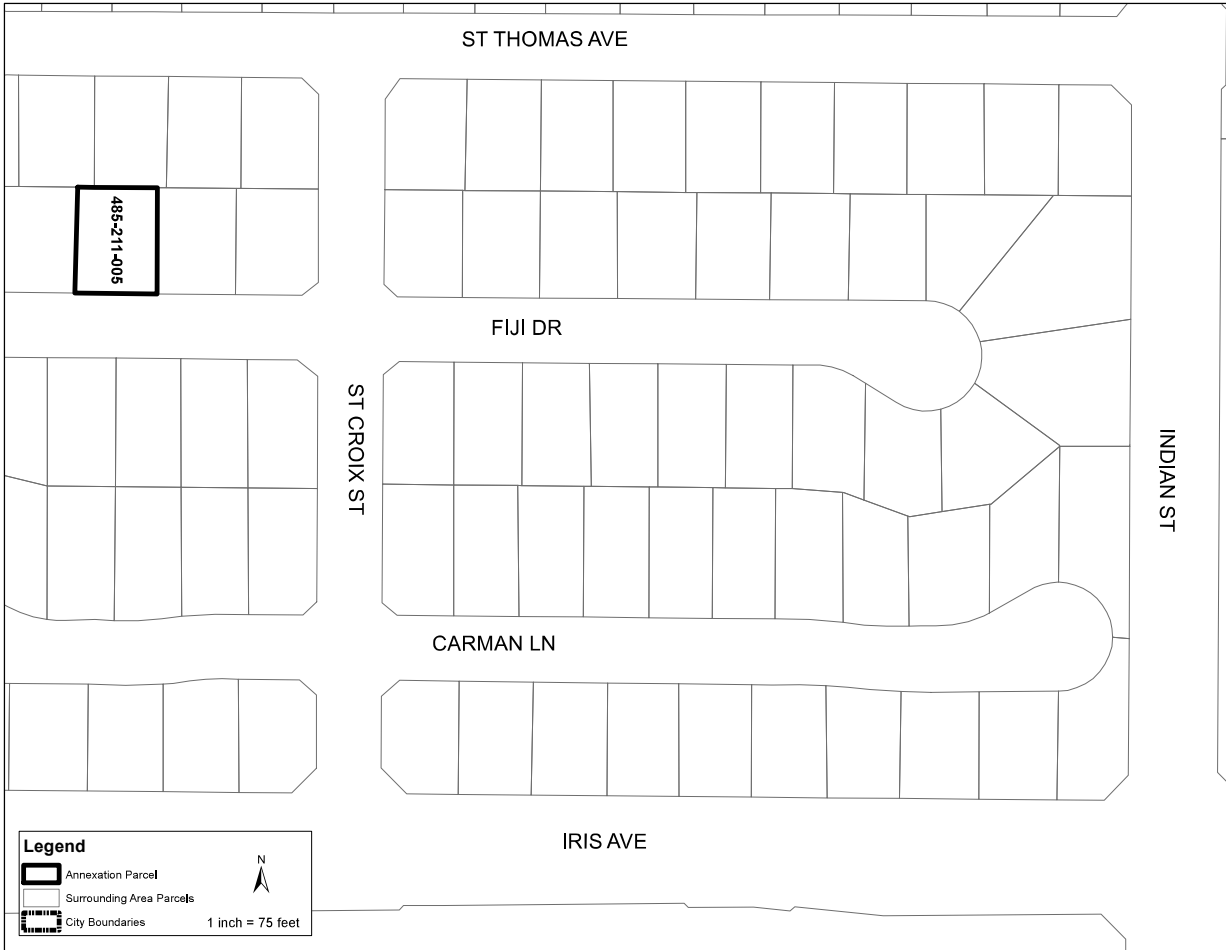
WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 367-3300

Attachment: Boundary Map - Amendment No. 153 (6589 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 155 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

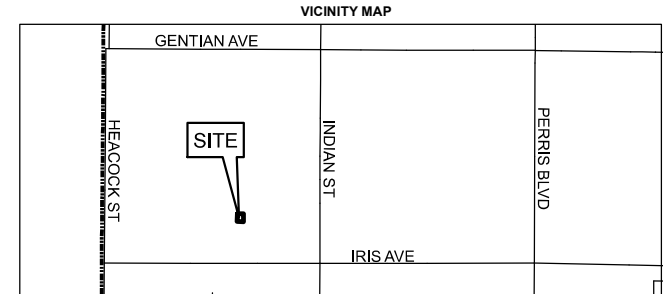
FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



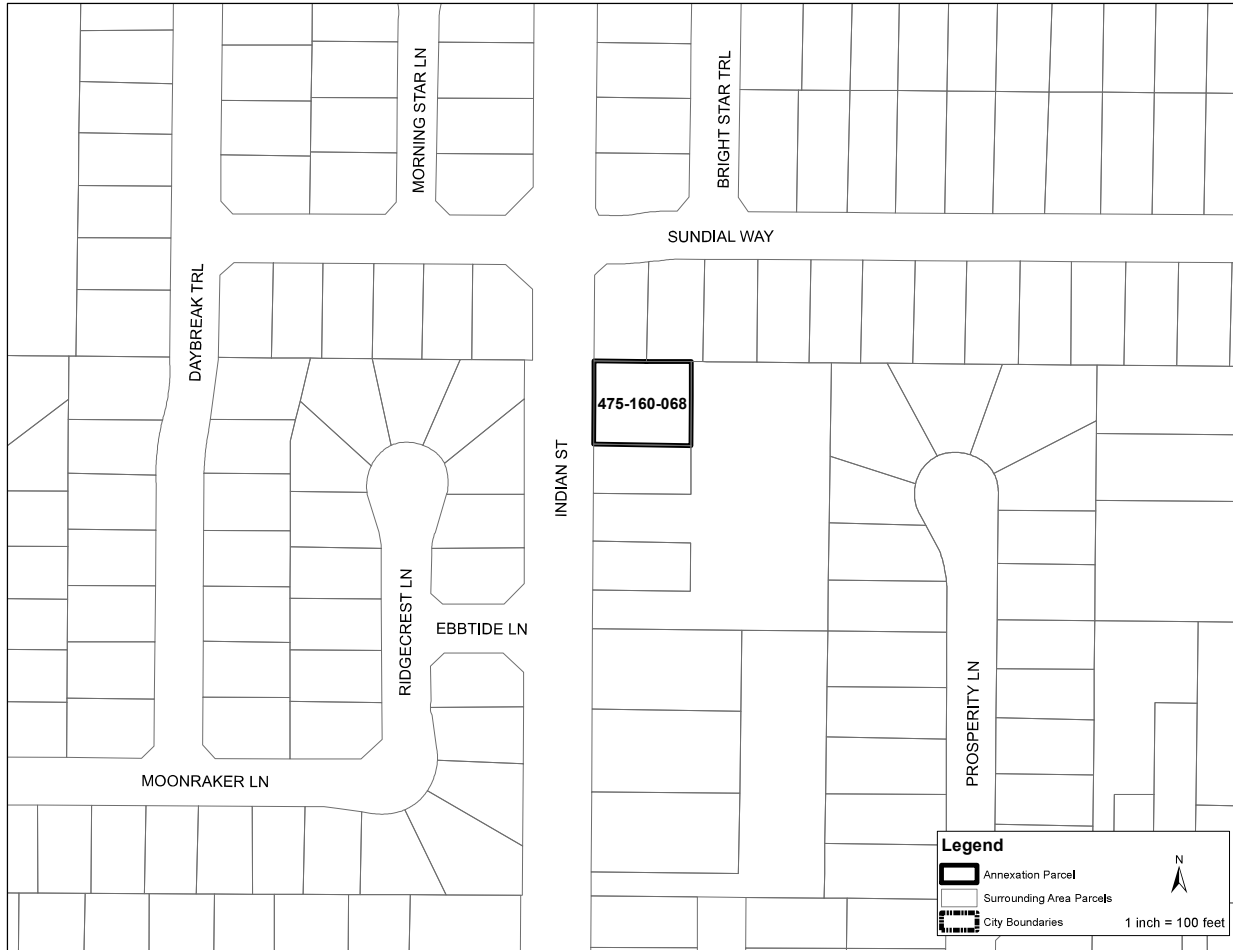
WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 567-3500

Attachment: Boundary Map - Amendment No. 155 (6589 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 156 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

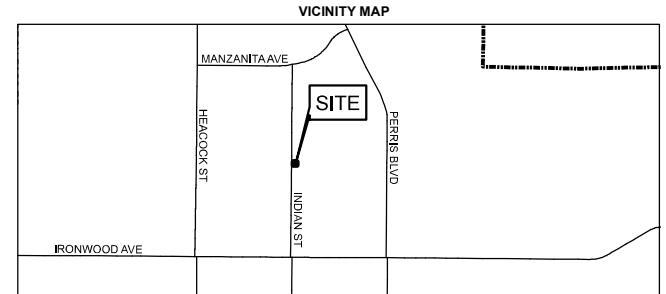
FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



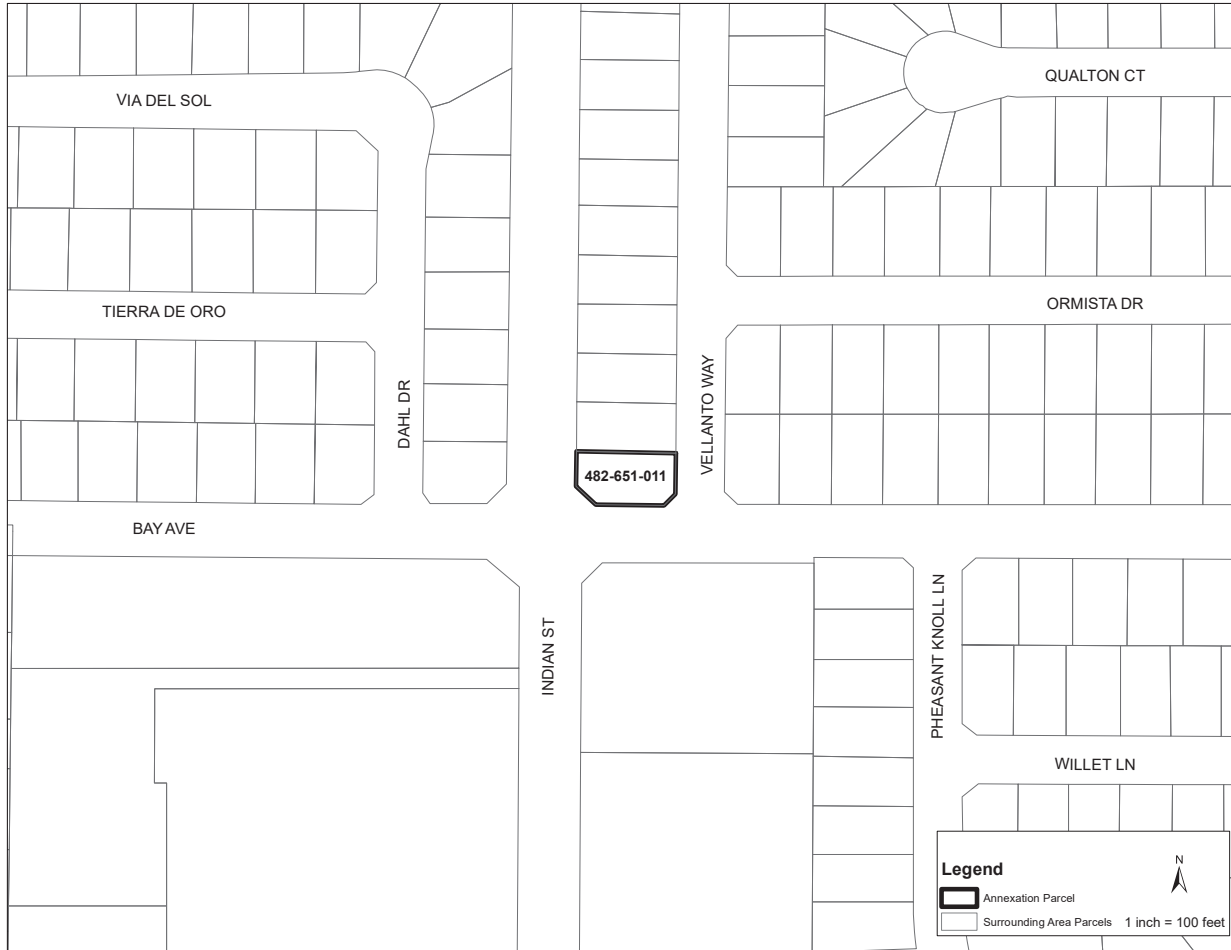
WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 587-5300

Attachment: Boundary Map - Amendment No. 156 (6589 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 157 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETAR MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY I DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY TH OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOL _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETAR MORENO VALLEY COMMUNITY SERVICES DISTRICT

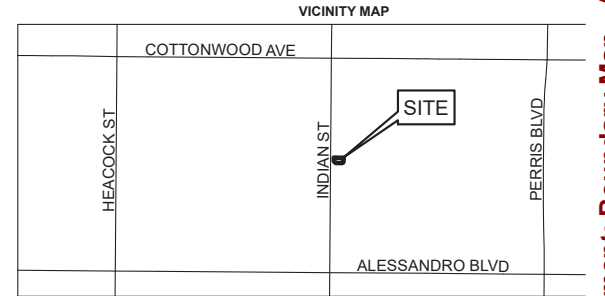
FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY REC THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT N (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESS COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT 01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATI FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE T PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RE OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN H TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED T

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MAI MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSION: LOTS OR PARCELS.



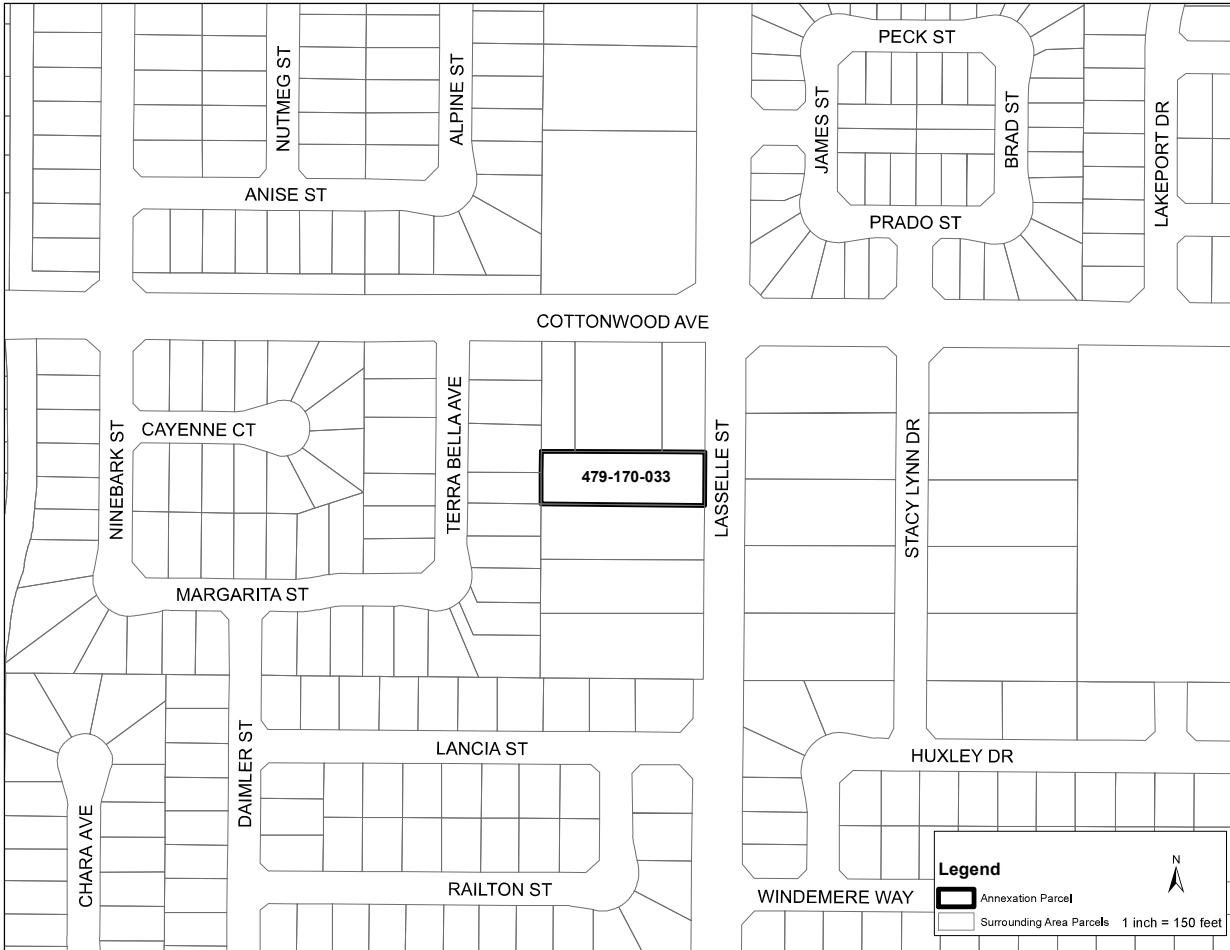
WI
27368 Via Industr
Temecula, CA 92
(951) 567-3500

Attachment: Boundary Map - Amendment No. 157 (6589) : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 158 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

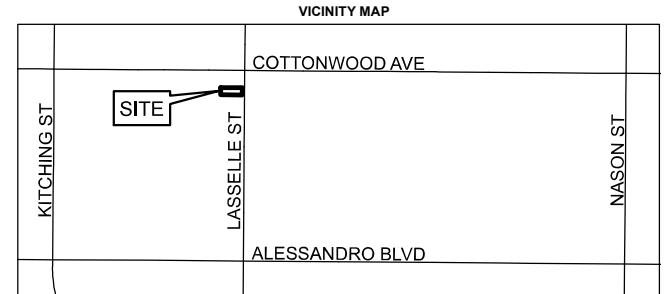
FILED THIS ____ DAY OF _____, 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Legend

- Annexation Parcel
- Surrounding Area Parcels

1 inch = 150 feet

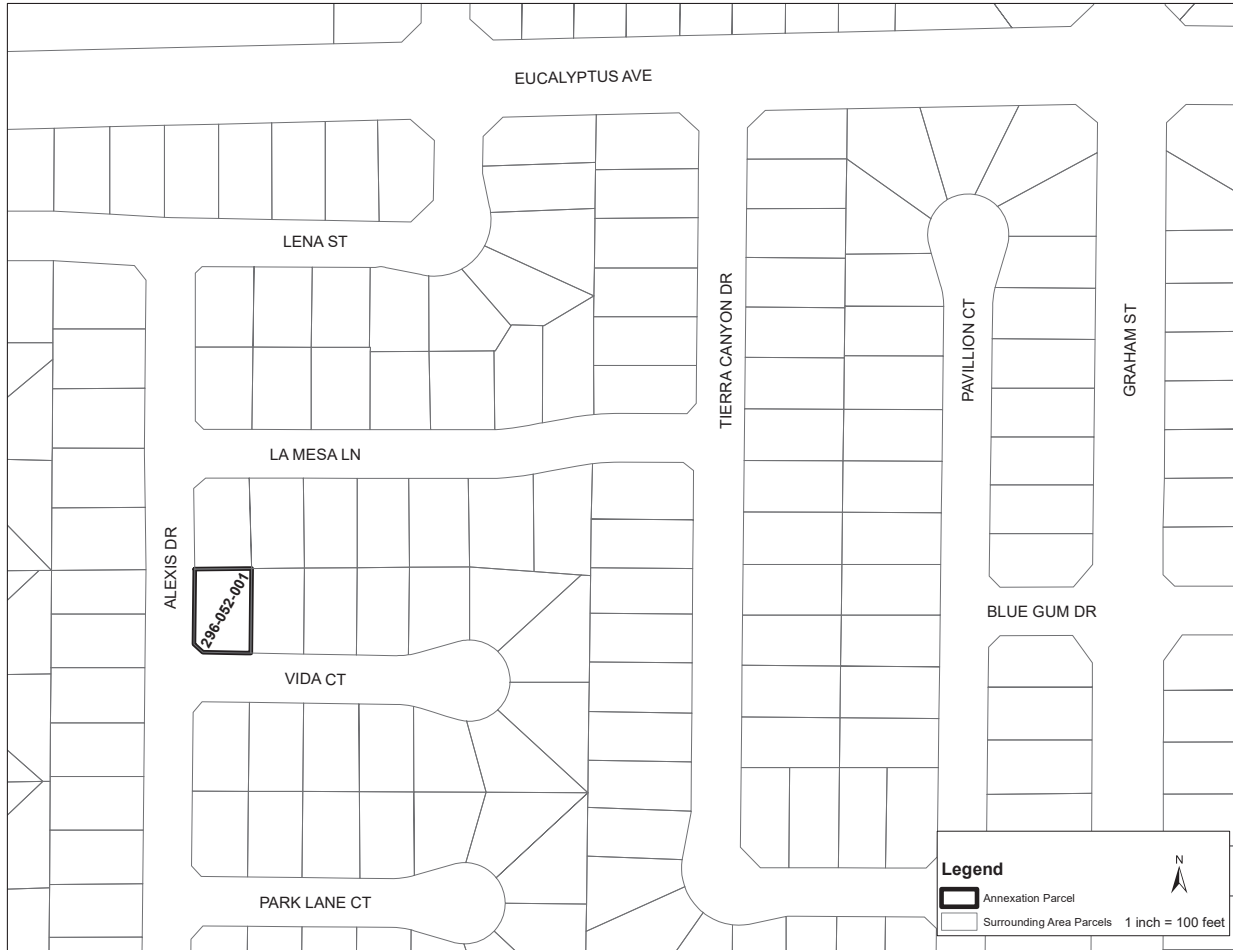
WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92390
(951) 857-3500

Attachment: Boundary Map - Amendment No. 158 (6589 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 159 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETAR MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY I DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY TH OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOL _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETAR MORENO VALLEY COMMUNITY SERVICES DISTRICT

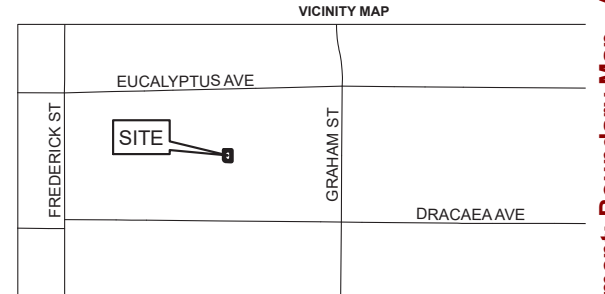
FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY REC THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT N (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESS COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT 01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATI FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE T PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RE OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN H TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED T

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MAI MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSION LOTS OR PARCELS.



WI
27368 Via Indust
Temecula, CA 92
(951) 567-5500

Attachment: Boundary Map - Amendment No. 159 (6589 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 160 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETAR MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOL _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETAR MORENO VALLEY COMMUNITY SERVICES DISTRICT

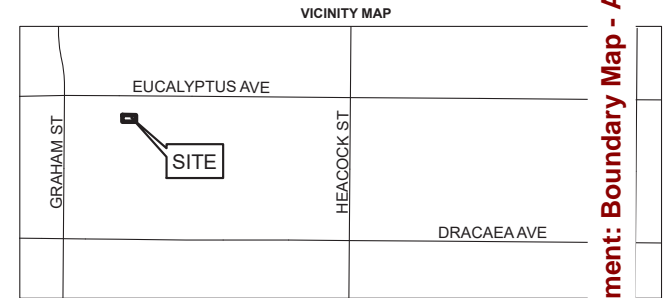
FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY REC THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT N (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESS COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT 01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATI FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE T PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RE OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN T TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED T

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MAI MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSION LOTS OR PARCELS.

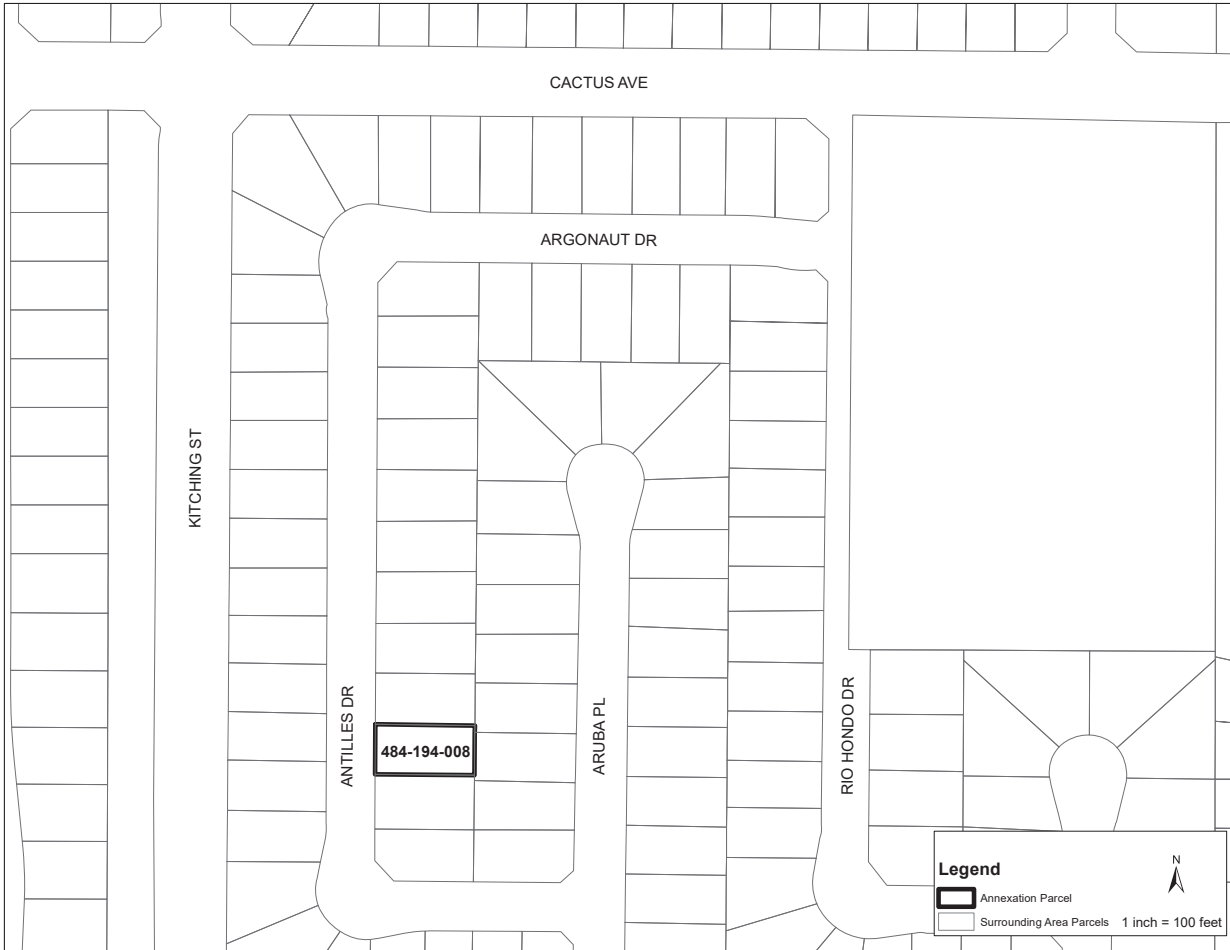


Attachment: Boundary Map - Amendment No. 160 (6589) : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 163 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETAR MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOL _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETAR MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

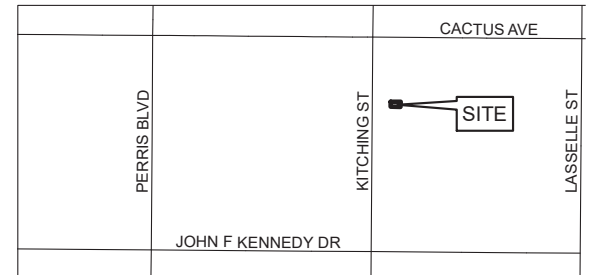
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION) FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME OF PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREON FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED IN INSTRUMENT NO. 2021-028004.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY RECORDER'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS.

VICINITY MAP



WI
27368 Via Industri
Temecula, CA 92
(951) 567-5500

Attachment: Boundary Map - Amendment No. 163 (6589) - PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 164 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



Legend

- Annexation Parcel
- Surrounding Area Parcels
- City Boundaries

1 inch = 200 feet

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF _____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____ 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

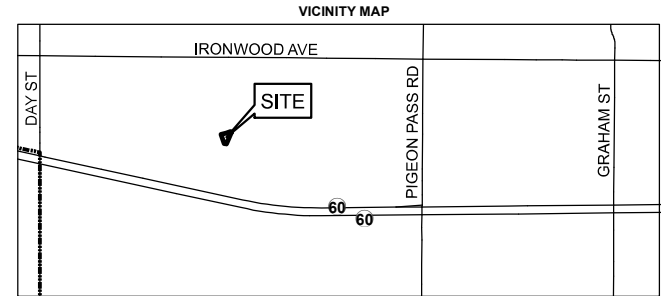
FILED THIS ____ DAY OF _____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 567-3500

Attachment: Boundary Map - Amendment No. 164 (6589 : PURSUANT TO LANDOWNER PETITIONS,

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 18, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 145

WITNESS my hand this 18th day of April 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 145 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 8, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 146

WITNESS my hand this 8th day of April 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 146 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

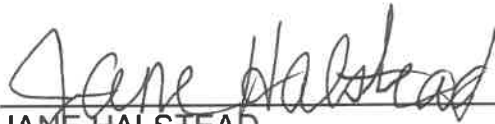
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 8, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 148

WITNESS my hand this 8 day of April, 2024.



JANE HALSTEAD
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 148 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

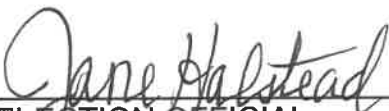
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 8, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 153

WITNESS my hand this 8th day of April 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 153 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

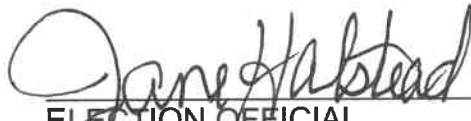
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 18, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 155

WITNESS my hand this 18 day of April 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 155 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 8, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 156

WITNESS my hand this 8 day of April, 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 156 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 18, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 157

WITNESS my hand this 18 day of April 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 157 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 8, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 158

WITNESS my hand this 8 day of April, 2024.



JANE HALSTEAD
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 158 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 18, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 159

WITNESS my hand this 18 day of April 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 159 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 8, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 160

WITNESS my hand this 8th day of April 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 160 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 18, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 163

WITNESS my hand this 18th day of April 2024.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 163 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

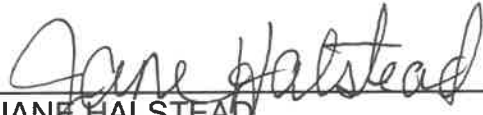
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 8, 2024**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 164

WITNESS my hand this 8 day of April, 2024.



JANE HALSTEAD
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 164 (6589 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



Report to City Council

TO: Mayor and City Council

FROM: Launa Jimenez, Chief Financial Officer

AGENDA DATE: May 7, 2024

TITLE: APPROVE THE AGREEMENT FOR CITYWIDE SECURITY SERVICES TO LYONS SECURITY SERVICES, INC.

RECOMMENDED ACTION

Recommendations:

1. Approve and award the Agreement for On-Site and/or Professional Services with Lyons Security Service, Inc., 505 S. Villa Real Drive, Suite 203, Anaheim, CA 92807 to provide security guard services at various City facilities;
2. Authorize the City Manager, or their designee, to execute the Agreement for On-Site and/or Professional Services with Lyons Security Service, Inc. in the amount of \$3,000,000 for Five-Years, subject to the approval of the City Attorney, with the option to execute two (2) 5-year extensions; and
3. Authorize the City Manager to execute subsequent amendments to the Agreement with Lyons Security Services, Inc., including the authority to authorize associated purchase orders in accordance with the Agreement's terms, subject to the approval of the City Attorney and within the budgetary amounts previously approved by Council as part of the adopted and/or amended budget process.

SUMMARY

This report recommends the approval and award of a five-year agreement with Lyons Security Services, Inc. (Lyons), with the option to execute two (2) 5-year extensions for security services at various City facilities and special events. Security guard services are included in the FY2023/24 & 2024/25 operating budget that was approved by the City Council in May 2023.

DISCUSSION

In an effort to provide a safe environment for the public and City staff, the City requests to maintain a contract with Lyons for security guard services. The City of Moreno Valley completed a request for a proposal for security services in 2014 and has provided the City excellent service over the past ten years. It is in the City's best interest to piggyback on the City of Santa Ana's competitive award due to time and cost savings. Municipal Code § 3.12.260 grants the authorization to acquire contractual services through legal, competitively awarded contracts of other governmental jurisdictions or public agencies. This method is commonly referred to as "piggyback." In an effort to reduce and/or limit administrative cost and processing time, staff researched existing contracts that may be used to piggyback for security services upon expiration of Lyon's agreement with the City. Staff found that the City of Santa Ana recently conducted a solicitation for security services. Bid and award documents have been examined and indicate that a competitive award was made to Lyon's Security in 2022. The City wishes to enter into an agreement with Lyons utilizing the City of Santa Ana's agreement for the purposes of a piggyback competitive solicitation only. The approval of the agreement by the City Council of \$3,000,000 for a full five-year term will allow for a seamless continuation of security services.

Staff completed a comprehensive review of the historical use of security services for both regularly scheduled security coverage and security needs for special events to derive the contract's total value required to cover all security costs estimated for the five-year period. The contract includes coverage for anticipated special events, such as security for the Adult Flashlight Egg Scramble, Adult Basketball League, and the Fourth of July Parade & Funfest. Over the past year, security costs have continued to increase due to additional requested services, including 24-hour coverage at the City Corporate Yard, full-time coverage at the Senior Center, and weekend coverage at the main library branch. Additionally, rental use of the City recreational facilities has grown, increasing the need for security. Security costs resulting from rentals are reimbursed through the collection of the rental fees.

Lyons provides trained professionals committed to surpassing every expectation while providing service consistent with professional consultants' standards of care, diligence, and skill. Additionally, Lyons expeditiously responds to matters requiring immediate and/or necessary action. The company also provides a 24-hour on-call supervisor and support service.

ALTERNATIVES

1. Approve and authorize the recommended actions presented in this staff report. *Staff recommends this alternative as this will allow for a seamless continuation of security services.*
2. Do not approve and authorize the recommended actions presented in this staff report. *Staff does not recommend this alternative, which could result in an extended delay and cause a potential disruption in the City's security operations.*

FISCAL IMPACT

The term of the Agreement is for five years, beginning in 2024 and ending on June 30, 2029, with the option to execute two (2) 5-year extensions. The Agreement is subject to an annual Consumer Price Index for All Urban Consumers (CPI) inflation adjustment, based on the Riverside-San Bernardino-Ontario Region at the discretion of the City, given approved budget by City Council. Security guard services are budgeted in 7310 Internal Service Fund, 6010 Electric Utility Fund, 5011 Zone A Parks Fund, and 1010 General Fund. The following table is the estimated five-year value of the Agreement. No budget adjustments are being requested at this time. Coverage levels and event staffing will continue to be reviewed, and budgets will be monitored for future impacts.

FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Total Not to Exceed
\$541,000	\$571,000	\$600,000	\$628,000	\$660,000	\$3,000,000

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Anna Chacon
Purchasing and Sustainability Division Manager

Department Head Approval:
Launa Jimenez
Chief Financial Officer/City Treasurer

Concurred By:
Kimberly Ganimian
Deputy Finance Director

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. Agreement for Services - Lyon's Security Services, Inc.

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 7:31 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 8:57 AM

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 Lyons Security Services, Inc., a California Corporation, with its principal place of business at **505 S. Villa Real, Suite 203, Anaheim, CA 92807** hereinafter referred to as the "Vendor," 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 Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional Security Guard contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional Security Guard contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for Security Guards 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. VENDOR INFORMATION:

Vendor's Name: Lyons Security Services, Inc.
 Address: 505 S. Villa Real, Suite 203
 City, State, Zip: Anaheim, CA 92807
 Business Phone: (949) 298-6859 Fax No. N/A
 Other Contact Number: (714) 401-4850
 Business License Number: 27997
 Federal Tax I.D. Number: 33-0726010

2. VENDOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Vendor'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, 2024 to June 30, 2029, with an option to execute two (2) 5-year extensions**, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Vendor 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 Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. 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. Vendor 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 Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor 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, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor 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 Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **Nicholas Guidice**.

- 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"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **Nicholas Guidice**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor'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 Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor 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. Vendor 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. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor 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 Vendor 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 Vendor and shall not be re-employed to perform any of the services or to work on the project.
- J. Vendor Indemnification. Vendor 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 Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor'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. Vendor shall defend, with counsel of City's choosing and at Vendor'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. Vendor 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. Vendor 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. Vendor 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. CalPERS Retiree Disclosure. VENDOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for VENDOR who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to

City approval, assigned by VENDOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, VENDOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of VENDOR as an independent Vendor of City and agents and employees of VENDOR, and not as agents or employees of City. VENDOR and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. Civil Code Section 1542 Waiver. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:
- "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.
- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, VENDOR shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either VENDOR or City files an appeal or court challenge, VENDOR and City each

agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

- Q. Insurance Requirements. Throughout the life of this AGREEMENT, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this AGREEMENT or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this AGREEMENT shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this AGREEMENT. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this AGREEMENT. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this AGREEMENT. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, its principals, officers, agents, employees, persons under the supervision of VENDOR, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy and associated documentation required under this AGREEMENT, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this AGREEMENT.

Where determined applicable by the CITY, VENDOR 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.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

- 1) The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall

include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

- 2) The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
- 3) Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- 4) Professional Liability (Errors and Omissions) insurance appropriate to VENDOR'S profession.

Minimum Limits of Insurance:

- a. **General Liability Insurance.** Without limiting the generality of the forgoing, 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 VENDOR, sub-contractor, or any person acting for the VENDOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this AGREEMENT and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. **Automobile Liability**
 - \$1,000,000 per accident for bodily injury and property damage
- c. **Employer's Liability (Worker's Compensation)**
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit
- d. **Workers' Compensation insurance policy:** 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 both the VENDOR and the CITY, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the VENDOR in the course of carrying out this AGREEMENT. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following

provision: VENDOR and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
 - The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to CITY, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish the CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the CITY, VENDOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: VENDOR shall furnish CITY with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to CITY'S execution of this AGREEMENT and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
 2. Additional Insured endorsement for auto liability coverage
 3. Waiver of Subrogation for workers compensation coverage
- R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor 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 Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor 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.
- S. 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.
- T. Termination. The following clauses apply:
- (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 Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor 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 Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor 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 Vendor 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 Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor 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.
- U. Payment. Payments to the Vendor 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 Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on City Employees. The Vendor 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.
- W. 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.
- X. 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:

Vendor:

Lyon's Security Services, Inc.
P.O. Box 18955
Anaheim, CA 92817-8955
Attn: Nicholas Guidice

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Anna Chacon, Purchasing & Sustainability Division Manager

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.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. 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, such attempted assignment, hypothecation or transfer.
- CC. 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 VENDOR 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. VENDOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event VENDOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and VENDOR may terminate the Agreement, as provided the General Conditions.
 3. VENDOR 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 VENDOR.)
 4. VENDOR 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.)

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5. VENDOR 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. VENDOR 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. VENDOR 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. VENDOR 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 Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. VENDOR 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. VENDOR 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. VENDOR 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).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Lyons Security Services, Inc.

BY: _____

Mike Lee, City Manager

BY: _____

Nicholas Guidice, President

Date: _____

Date: _____

BY: _____

TITLE: _____

(Corporate Secretary)

Date: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: Agreement for Services - Lyon's Security Services, Inc. [Revision 1] (6596 : APPROVE THE AGREEMENT FOR CITYWIDE

EXHIBIT A
VENDOR SCOPE OF SERVICES

1. Introduction

The City of Moreno Valley is seeking proposals for security guard services at various City facilities that include, but are not limited to, City Hall, Library, Conference & Recreation Center, Moreno Valley Utilities, Senior Center, City Corporate Yard, and special events (weddings, receptions, birthday parties, etc.) at various recreation facilities. The City seeks to protect patrons, employees and public property utilizing contracted security guards who will provide respectful reception, safe access, directions, information, assistance, patrols, and inspections.

2. Functions to be Provided

- a. A list of the Guard's duties for a particular location may be provided by the City. This may not be necessary at every location and it is the City's discretion whether to provide this list or not. If a list is provided, the Guard shall keep a written copy in their possession while on duty to be able to refer to it as needed.
- b. Guards will be responsible for providing directions and information to visitors regarding City offices. Guards will screen, redirect, and report inappropriate visitors according to each site's Post Orders.
- c. Guards will regularly inspect all designated areas, parking lots, and buildings during their shift to verify that they are property secured, locked, or otherwise in order. Guards may be responsible for the enforcement of "No Trespassing" and "No Parking" areas associated with a building's assignment. Patrols should be varied in pathways and times so as not to establish a pattern. Guards should be responsive to the Contract Administrator of Site Manager's observations that particular locations of situation need special attention.
- d. Guards will escort City staff to their vehicles upon request; this may also extend to requests from the public on a case-by-case basis, depending on the situation. Guards will try to accommodate these types of requests to the best of their ability, unless a more pressing issue takes precedence at the time.
- e. Guards will intercept and question anyone attempting the following:
 - i. Attempting to gain unauthorized access
 - ii. Harming any individual
 - iii. Damaging City-owned property
 - iv. Stealing or other criminal activity
 - v. Being disruptive in any manner

- f. Guards will be responsible for maintaining the appearance and order at security duty stations. Contractor will maintain the guard manual, emergency reference directions, and building related notices in an orderly and neat fashion. Guards will be informed about the information and will understand and comply with Post Orders.
- g. Guards will respond as appropriate to protective alarm signals including distress, fire, elevator, and burglar alarms. Guards will report any after-hour maintenance problems to designated City Staff. When a situation requires urgent police/medical/fire response, the Guard will call 9-1-1.
- h. Guards will maintain effective liaison with the Moreno Valley Police Department and Moreno Valley Fire Department as it relates to the assigned facility. Guards will contact 9-1-1 if an accident or life-threatening situation is observed in the street, public right-of-way in the vicinity of the building they are guarding, or anywhere on the facility's premises. If a disaster occurs while the guard is on duty, guard shall obey directions from the Moreno Valley Police Department, Moreno Valley Fire Department, or City Incident Commander.
- i. Guard shall never leave a situation site unsecured and shall remain onsite until the situation has been resolved or they have been properly relieved.
- j. If an incident occurs near the end of a normal shift, the Contract Administrator, Site Manager, Police or Fire Representative may request that the security guard stay beyond the end of the shift. The extra time shall be deemed as authorized emergency overtime if it extends beyond an 8-hour shift.
- k. Guards shall submit detailed incident reports (i.e. accidents, disturbances, alarms, etc.) to the Contract Administrator or Site Manager. Contractor shall maintain written records of all guard force activity and provide comprehensive daily written reports of activity, where required by the City or Site Manager.
- l. Guard will report to duty and end shift at times scheduled by the Contract Administrator.
- m. Guards will report unsafe conditions or non-working equipment to the Contractor Administrator or Site Manager.
- n. Contractor will assist with the development and implementation of security and life safety programs, policies, and procedures.
- o. Guards will refer needed facility services and operational questions from the public, vendors, or visitors to the Contract Administrator or designated City staff.
- p. Guards will monitor and report malfunctions or any electrical alarm, video surveillance, or security lighting equipment to the Contract Administrator.
- q. Guards will provide general security assistance and respond to incidents involving City staff, visitors, and the public.
- r. Upon request, Contractor will provide security services for special events, after-hour meetings, community fairs, workshops, and relocations.
- s. Perform other security duties and services as required, including, but not limited to, restocking supplies at coffee stations or inside restrooms.

3. Qualifications of Guards

- a. **Registration Card:** Guards must possess a current valid registration card issued by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services at all times while performing service for the City. A copy of the Registration card shall be provided to the Site Manager prior to any new Guard taking their post at a City facility. As Registration cards expire, copies of the renewed/new cards shall be provided to the City. No employee or employer is exempt from this requirement. Guards with interim or temporary registration cards shall not be utilized.
- b. **Physical Requirements:** Guards must be fully capable of performing moderate to arduous physical exertion under either normal or emergency conditions. Guards may be called upon to perform CPR or first aid while waiting for professional medical personnel to arrive. Guards must maintain a professional appearance at all times. They must display a neat and clean appearance with respect to their hair, fingernails, hands, etc. Hair is to be of a natural color. No excessive make-up is allowed. Jewelry is to be kept to a minimum and may not be worn on the face (e.g. nose, lip, or cheek rings). Use of cologne or perfume is to be kept to a minimum. Tattoos are to be covered as much as possible.
- c. **Mental Qualifications:** Guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.
- d. **Language:** Guards must speak, read, and write legibly in English. Bilingual ability in Spanish is desired but not required.
- e. **Training:** Each Guard shall have successfully completed a minimum 40-hour training course prior to assignment to duty, as well as an orientation developed specifically for the City facility to which they have been assigned. The City reserves the right to inspect the training course(s) of program provided by the Contractor for the Guards that have been assigned to work at the City.
- f. **Identification:** Each Guard or Supervisor used at the City shall have a current, valid State-issued identification or driver's license.

4. Personnel Supervision and Administration

- a. All personnel supervising or working under this contract must be acceptable to the Contract Administrator and Site Manager. The Contractor shall introduce each new Guard to the Contract Administrator or Site Manager prior to assignment. The presentation shall consist of a review of the Guard's qualifications and requirement documentation, such as State of California Registration ("Guard Card"), identification, and/or completed training documentation.

- b. The Contractor shall make every attempt to continuously assign the same individual to each location for each shift. The Contractor shall notify the Contract Administrator or Site Manager in writing of any change to the Guard duty roster.
 - c. To ensure adequate coverage of qualified personnel, the Contractor must constantly maintain a list of at least five qualified Guards as required by the Contract Administrator.
 - d. Should it be necessary to replace a Guard for a shift due to illness, vacation, etc. the Contractor shall notify the Contract Administrator or Site Manager as soon as possible of the change.
 - e. The replacement or removal of any Guard, other than for cause, shall be with the approval of the Contract Administrator or Site Manager. The Contract Administrator or Site Manger has the authority to cause the removal of any personnel from such list at any time without cause.
 - f. The Contractor will be required to conduct a comprehensive pre-employment check on all personnel recommended for potential assignment to determine suitability for employment on the basis of such factors as qualifications for job, reliability, integrity, psychological, and medical fitness. The Contractor's principal staff and supervisors working under this contract must be individuals of unquestionable integrity.
 - g. The Contractor's Field Supervisor (Roving Supervisor) must be on call to the City should any problem or question arise that needs immediate attention. They will be responsible for the direct supervision of all Guards and will be available at all times to respond promptly and appropriately to calls for assistance from Guards, Contract Administrator, or Site Manager.
 - h. All supervisors assigned pursuant to this contract must have at least five years of similar guard work experience and a minimum of two years of supervisory experience.
 - i. Supervisors shall perform in-person, unscheduled, unannounced inspections of each guard post on an average of once every 80-hour period. A written report of these inspections shall be submitted to the Contract Administrator or Site Manager.
 - j. Guards who work an 8-hour shift shall be allowed a lunch break that is to be taken on the premises and in a location that allows the Guard to observe the main entrance to the facility. During breaks, Guards are subject to being interrupted to address a situation. When that situation has been resolved, the Guard may resume their break.
5. Equipment, Keys, Uniforms, and Locations
- a. Contractor shall be responsible for ensuring the Guards and Supervisors have appropriate uniforms, report forms, logbooks, watch/clock, communication

device (cell phone, HT, etc.), and other equipment necessary to perform the required work.

- b. All keys, key cards, or other equipment issued to the Guard by the City are to be retained by the Guard and kept secure at all times. Upon departure or reassignment, all items issued by the City to the Guard are to be turned over to their Supervisor, who will ensure they are returned to the Contract Administrator.
- c. The Guards' uniforms will be Contractor's standard issue, unless otherwise requested by the City. At all times, uniforms shall be clean, pressed, free of tears or stains, and fit the Guard appropriately. There shall be patches, badges, or other insignias on the uniform that designate a Security Guard status, to be supplied by the Contractor. Any jacket or coat worn over the uniform shall be of professional quality (no sweatshirts, "hoodies", or other casual clothing are allowed). Shoes shall be hard sole and polished if possible. No tennis shoes shall be allowed. Hats may be worn if they bear Contractor's patch or insignia and are clean and neat in appearance. If the pants have belt loops, belts will be worn. Only full-length pants shall be worn. Only short or long-sleeved shirts are allowed. Tattoos must be covered with clothing or a bandage so that they are not visible working in an office environment or while attending meetings as a representative of the City.
- d. The City reserves the right to add or delete locations and alter times, hours, days, and shifts as it best suits the City's needs. The current locations and schedule of contracted security guards are as follows:

Location	Hours	Days
City Hall (Armed)	7:30 – 18:30	Monday-Thursday
City Hall (Armed)	7:30 – 17:30	Friday
Library	14:00 – 18:15	Friday
Library	13:00 – 17:15	Saturday-Sunday
Moreno Valley Utilities	Varies 4-6 hours/day	Varies
Conf. & Rec. Center	7:30 – 22:00	Monday-Friday
Conf. & Rec. Center	8:00-17:00	Saturday
City Corporate Yard	24 hours	Sunday-Saturday
Senior Center	7:30-17:30	Monday-Friday
BERC	8:00-17:00	Monday-Thursday
Special Events	Varies	Varies

- e. Contractor may be called upon to cover shifts for City-employed security guards during their absences (vacations, illness, etc.).

6. Compensation and Fee Schedule

- a. At no time shall the Contractor charge an hourly rate of pay greater than that charged to any other customer where guards are working under similar conditions.

- b. Contractor must meet all State, Federal, County, and City regulations regarding payroll taxes, minimum wage, worker's compensation, licensing, and fair employment practices. Contractor will withhold and pay all local, state, and federal income taxes, unemployment insurance taxes, make all Social Security deductions and employer contributions and maintain all payroll records.
- c. "Straight Time" shall be defined as any 8-hour shift worked on any day during any time period.
- d. "Overtime" shall be defined as any hours worked beyond a full 8-hour shift. Overtime will be calculated and billed in 15-minute increments.
- e. "Holiday" Rate shall be defined as any hours worked on City-observed holidays as listed below:
 - i. January 1 – New Year’s Day
 - ii. Third Monday in January – MLK Birthday
 - iii. Third Monday in February – President’s Day
 - iv. Last Monday in May – Memorial Day
 - v. July 4 – Independence Day
 - vi. November 11 – Veteran’s Day
 - vii. Fourth Thursday & Friday of November – Thanksgiving and day after
 - viii. December 24 & 25 – Christmas Eve and Christmas
- f. Rates of pay quoted by Contractor shall be valid throughout the entire contract period. If a rate adjustment is requested the City will take the request into consideration and are negotiable prior to the end of each fiscal year and at the time of potential contract extension. Any new agreed-upon rates shall become effective on the next July 1 or as mutually agreed upon by both parties.
- g. Rates of armed and unarmed guards including after hours and holidays are as follows:

	Regular/After Hours/Weekend Rates	Holiday Rates
Armed Guard	\$37.20	\$55.80
Unarmed Guard/Event Unarmed Security	\$29.50	\$44.25
4 th of July Special Guard	\$40.00	\$62.50

EXHIBIT BCITY RESPONSIBILITIES

- A. The City of Moreno Valley is responsible for providing requests for services, access to sites to perform scope of work, and organizing site visits.
- B. Provide escorts at sites when required.
- C. Fund all required City permits, excluding a City of Moreno Valley business license.
- D. A copy of the Notice Inviting Request for Proposals will remain on file with the City in accordance with applicable laws.

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EXHIBIT C**TERMS OF PAYMENT**

1. The Vendor's compensation shall not exceed **\$3,000,000.00**.
2. Any request for an increase in Contractor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing no later than May 1 of each year. Upon approval, the adjustment would be effective July 1 of the following fiscal year.
3. The Consultant/Contractor have agreed to non-performance damages/penalties with respect to Consultant's/Contractor's failure to complete the Work within the Contract/Agreement Time intervals and/or frequencies as set forth in this agreement and/or in the Scope of Work, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of 1% of the total contract/agreement amount per working day will be assessed for each working day the deficiencies remain uncorrected. If non-performance damages/penalties are to be assessed, the Consultant/Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone. The Consultant/Contractor will not be assessed non-performance damage/penalties for delays caused by the City or are deemed outside the Consultant's/Contractor's control by the City. Consultant/Contractor and City acknowledge and agree that the amount of such non-performance damages/penalties are impossible to ascertain as of the date of execution hereof and have agreed to such non-performance damages/penalties to fix the City's damages and to avoid later disputes. It is understood and agreed by Consultant/Contractor that non-performance damages/penalties payable pursuant to this Contract/Agreement and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Contract/Agreement. It is further mutually agreed that the City will have the right to deduct non-performance damages/penalties against progress payments or retainage and that the City will issue a Change Order and reduce the Contract/Agreement Price accordingly. In the event the remaining unpaid Contract/Agreement Price is insufficient to cover the full amount of non-performance damages/penalties, Consultant/Contractor shall pay the difference to the City. City may at any time deduct non-performance damages/penalties as are payable hereunder from money due or to become due to Consultant/Contractor, or pursue any other legal remedy to collect such non-performance damages/penalties from Consultant/Contractor and/or its Insurance, Surety, etc. Neither the City's failure or delay in deducting non-performing damages/penalties from payments otherwise due Consultant/Contractor, nor City's failure or delay in notifying Consultant/Contractor of the accrual of non-performance damages/penalties, shall be deemed a waiver of City's right to non-performance damages/penalties. City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an

Revision: 12/20/23

event of Consultant/Contractor default other than a failure to complete the Work within the Contract/Agreement Time; or (2) City's right to order an acceleration, at Consultant's/Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue non-performance damages/penalties. The availability of non-performance damages/penalties shall not limit City's right to terminate the Consultant's/Contractor's performance and accrual and/or assessment of non-performance damages/penalties does not constitute a waiver of such rights.

4. The Vendor 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: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
5. The Vendor 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 Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to the Purchasing Division at purchasingdivision@moval.org or calls directed to (951) 413-3190.
6. The Vendor 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
7. 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.

8. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
9. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
10. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor 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. Vendor 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: Launa Jimenez, Chief Financial Officer

AGENDA DATE: May 7, 2024

TITLE: PAYMENT REGISTER - FEBRUARY 2024

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

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

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

PREPARATION OF STAFF REPORT

Prepared By:
Annabelle Wang
Financial Operations Division Manager

Department Head Approval:
Launa Jimenez
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. 2024_FebruaryPaymentRegister

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 7:16 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 8:32 AM



City of Moreno Valley
Payment Register
For Period 2/01/2024 through 2/29/2024

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ACCO ENGINEERED SYSTEMS, INC	39975	02/28/2024	107005	HVAC REPLACEMENT PROJ. 803 0053 PYMT #4-PUBLIC SAFETY BLDG.	\$712,418.65
		02/28/2024	108590	HVAC REPLACEMENT PROJ. 803 0053 PYMT #5-PUBLIC SAFETY BLDG.	
		02/28/2024	20510199	HVAC PREV MAINTENANCE-ANNEX 1	
Remit to: PASADENA, CA					<u>FYTD:</u> \$1,203,302.85
ALL AMERICAN ASPHALT, INC.	247027	02/07/2024	205270	801 0090 CITYWIDE PVT REHAB	\$274,201.31
Remit to: CORONA, CA					<u>FYTD:</u> \$10,149,715.69
ALLIANT INSURANCE SERVICES, INC.	39979	02/28/2024	2575170	EARTHQUAKE INS FOR SUBSTATIONS-2/11/24 TO 2/11/25-MVU	\$94,892.38
		02/28/2024	2575187	EARTHQUAKE INS FOR SUBSTATIONS-2/11/24 TO 2/11/25-MVU	
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$119,140.56
CHRIS ALAN VOGT DBA CAV CONSULTING	39988	02/28/2024	21071	PROJECT MANAGER CONSULTING SERVICES (CPD)	\$25,336.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$172,691.00
CONSILIAN TECHNOLOGIES LLC	39989	02/28/2024	9844	AXIS COMM WALL MOUNTABLE OUTDOOR SURV CABINET-TECH SVCS	\$56,323.38
Remit to: IRVINE, CA					<u>FYTD:</u> \$1,565,174.84
CONSTELLATION ENERGY GENERATION, LLC	39910	02/21/2024	917807	POWER PURCHASE-01/01-01/31/24-MVU	\$173,687.92
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$5,478,633.16

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



City of Moreno Valley
Payment Register
For Period 2/01/2024 through 2/29/2024

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	247160	02/28/2024	JANUARY 2024	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$33,681.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$222,408.81
EASTERN MUNICIPAL WATER DISTRICT	247120	02/21/2024	FEB-24 02/21/24	WATER CHARGES	\$38,374.87
		02/21/2024	JAN-24 02/21/24	WATER CHARGES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,563,789.28

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	39775	02/07/2024	INV63809	DISTRIBUTION CHARGES - 1/1/24 TO 1/31/24 - MVU	\$632,953.68

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	39922	02/21/2024	40-405B-14	WA# 40-405B-MORENO BEACH DR BRIDGE CROSSING	\$56,069.95
		02/21/2024	40-408B-10	WA# 40-408B- RANCHO BELAGO PH 2	
		02/21/2024	40-439B-06	WA# 40-439B- VIA DEL LAGO	
		02/21/2024	40-462B-01	WA# 40-462B-HEMLOCK GARDEN APTS STREETLIGHT	
		02/21/2024	40-474B-14	WA# 40-474B- KB HOMES - MOOTHART 80 HOMES	
		02/21/2024	40-478B-08	WA# 40-478B- COURTYARDS AT COTTONWOOD STREETLIGHTS	
		02/21/2024	40-483B-03	WA# 40-483B - APPOLLO IV APARTMENTS - 49 UNITS	
		02/21/2024	40-484B-07	WA# 40-484B - IRIS PARK 81 UNITS - TR 37909	
		02/21/2024	40-501-2401	MVU CONTRACT 40-501 - ACQUIRED SCE STREETLIGHTS MAINT	
		02/21/2024	40-506B-08	WA# 40-506B- ROCAS GRANDES APARTMENTS	
		02/21/2024	40-508-20	WA# 40-508- CYBER SECURITY MONITORING	
		02/21/2024	40-513B-05	WA# 40-513B - OLD FRONTAGE AND BAY AVE	
		02/21/2024	40-514B-06	WA# 40-514B - SKYLER PLACE - TR 38123 177 SFR	
		02/21/2024	40-519A-08	WA# 40-519A-FREDERICK 12KV ELECTRICAL BACKBONE LOOP COMP PJT	
		02/21/2024	40-520A-12	WA# 40-520A-NASON 12KV AND PERRIS 12KV CIRCUIT TIE	
		02/21/2024	40-527-16	WA# 40-527-WORLD LOGISTICS CENTER	
		02/21/2024	40-532A-08	WA# 40-532A-CONTINENTAL VILLAGES PH 2 - 8 DPSS AND APT UNITS	
		02/21/2024	40-533B-02	WA# 40-533B-MISTER CAR WASH	
		02/21/2024	40-537B-05	WA# 40-537B-RIVARD RD INDUSTRIAL	
		02/21/2024	40-556A-02	WA# 40-556A-MORENO VALLEY MOB	
		02/21/2024	40-558A-05	WA# 40-558A-BELLA SERA 67 UNITS	
		02/21/2024	40-559A-04	WA# 40-559A-MORENO VALLEY BUSINESS CENTER 5	
		02/21/2024	40-560-03	WA# 40-560-DISTRIBUTION SYSTEM PLANNING UPDATE	
		02/21/2024	40-562A-02	WA# 40-562A-TRACT 33436 STREETLIGHTS	
		02/21/2024	40-564A-02	WA# 40-564A-MATHEWS RD STREETLIGHT	

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ENCO UTILITY SERVICES MORENO VALLEY LLC	39922	02/21/2024	40-566-01	WA# 40-566-SKECHERS WAREHOUSE	
	39999	02/28/2024	40-562A-01	WA# 40-562A-TRACT 33436 STREETLIGHTS	\$132,309.92
		02/28/2024	INV59602	METER INSTALLATIONS & INSPECTIONS-13755 NASON ST-MVU	
		02/28/2024	INV63838	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63839	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63840	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63841	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63842	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63843	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63844	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63845	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63846	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63847	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63848	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63849	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV63931	METER FEES-LYNCH GRP/BEAZER HOMES/KB HOMES/PROSE/DR HORTON	
		02/28/2024	INV64062	SOLAR SYSTEM INSPECTION	
		02/28/2024	INV64063	SOLAR SYSTEM INSPECTION	
	02/28/2024	INV64064	SOLAR SYSTEM INSPECTION		
	02/28/2024	INV64065	SOLAR SYSTEM INSPECTION		
	02/28/2024	INV64066	SOLAR SYSTEM INSPECTION		

Remit to: ANAHEIM, CA

FYTD: \$6,596,077.27

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FALCON ENGINEERING SERVICES, INC.	39858	02/14/2024	2023-11	801 0021 SR60/MORENO BEACH	\$267,062.64
		02/14/2024	2023-12	801 0021 SR60/MORENO BEACH	
	40000	02/28/2024	2024-1	801 0021 SR60/MORENO BEACH	\$113,935.66
Remit to: CORONA, CA					<u>FYTD:</u> \$921,994.90
GLOBAL EQUIPMENT CO., INC.	40006	02/28/2024	24016916	MISC EQUIPMENT-PARKS MAINT	\$125,552.12
Remit to: BUFORD, GA					<u>FYTD:</u> \$125,552.12
GREENTECH LANDSCAPE, INC.	39926	02/21/2024	56345	SD LANDSCAPE ADDITIONAL WORK (MORENO) - JULY	\$34,919.39
		02/21/2024	56581	SD LANDSCAPE ADDITIONAL WORK (SOUTH) - AUGUST	
		02/21/2024	57464	SD LANDSCAPE ADDITIONAL WORK (SOUTH) - DECEMBER	
		02/21/2024	57467	SD LANDSCAPE ADDITIONAL WORK (VALLEY) - DECEMBER	
		02/21/2024	57470	SD LANDSCAPE ADDITIONAL WORK (WEST) - DECEMBER	
		02/21/2024	57472	SD LANDSCAPE ADDITIONAL WORK (SOUTH) - DECEMBER	
		02/21/2024	57473	SD LANDSCAPE MAINTENANCE CIP (SOUTH)-ZONE 03	
		02/21/2024	57474	SD LANDSCAPE MAINTENANCE CIP (MORENO)-ZONE M	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$846,418.31
IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP	39929	02/21/2024	50643-2	801 0083 PAVEMENT MANAGEMENT PROGRAM	\$39,060.00
		02/21/2024	50644-2	801 0083 PAVEMENT MANAGEMENT PROGRAM	
Remit to: LARGO, FL					<u>FYTD:</u> \$39,060.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
KEY CODE MEDIA, INC.	40017	02/28/2024	111674	DIGITAL GRAPHICS ENGINE-EOM	\$143,460.60
		02/28/2024	112162	INTERFACE USB & HANDHELD TRANSMITTER W/MIC-EOM	
		02/28/2024	112178	2-CHANNEL ACCESS POINT TRANSMITTER-EOM	
		02/28/2024	112188	FIXED I/O DSP-EOM	
		02/28/2024	112274	HANDHELD TRANSMITTER-EOM	
		02/28/2024	112577	SOFTWARE UPGRADE-EOM	
		02/28/2024	112606	INSTALL LOW VOLTAGE NETWORK CABLING TO IND STNDS-EOM	
Remit to: BURBANK, CA					<u>FYTD:</u> \$361,506.14
LIBRARY SYSTEMS & SERVICES, LLC	39793	02/07/2024	INV000546	LIBRARY CONTRACT SVCS & MATERIALS-MAIN/MALL/IRIS-FEBRUARY 2024	\$207,146.75
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$1,913,526.58
MCAVOY & MARKHAM ENGINEERING AND SALES. CO.	39936	02/21/2024	17019	METERS FOR INVENTORY STOCK - MVU	\$26,458.66
Remit to: IRVINE, CA					<u>FYTD:</u> \$104,087.54

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MERCHANTS LANDSCAPE SERVICES INC	39803	02/07/2024	62141	LANDSCAPE EXTRA WORK-SEP. 23-REMOVE/REPLACE TURF/AMPHITHEATER	\$50,218.07
		02/07/2024	62488	LANDSCAPE EXTRA WORK-DEC. 23-IRRIGATION REPAIRS-SENIOR CENTER	
		02/07/2024	62489	LANDSCAPE EXTRA WORK-DEC. 23-INSTALL PLANTS/MULCH/ROCK-SR CENTER	
		02/07/2024	62490	LANDSCAPE EXTRA WORK-DEC. 23-INSTALL MULCH/REMOVE PINE TREE -CRC	
		02/07/2024	62510	LANDSCAPE MAINTENANCE FOR FACILITIES & AQUEDUCTS-DEC. 2023	
	39866	02/14/2024	62623	LANDSCAPE MAINTENANCE FOR FACILITIES & AQUEDUCTS-JAN. 2024	\$42,370.40
Remit to: MONTEREY PARK, CA					FYTD: \$377,359.12
MIRACLE RECREATION EQUIPMENT	247169	02/28/2024	11257	ENGINEERING/ARCHITECT. SVCS/DOCS-PARQUE AMISTAD NEW PLAYGROUND	\$37,735.00
		02/28/2024	11265	ENGINEERING/ARCHITECT. SVCS/DOCS-HIDDEN SPRINGS NEW PLAYGROUND	
Remit to: DALLAS, TX					FYTD: \$60,100.88
ORACLE AMERICA	39945	02/21/2024	101025133	ORACLE UTILITIES CUSTOMER CLOUD SERVICES	\$70,371.95
Remit to: REDWOOD SHORES, CA					FYTD: \$211,115.85

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
PORTER CORP.	39811	02/07/2024	181861	POLIGON SHELTER, ETC. FOR SUNNYMEAD PARK SHELTER REPLACEMENTS	\$93,094.50
		02/07/2024	181862	POLIGON SHELTER, ETC. FOR SUNNYMEAD PARK SHELTER REPLACEMENTS	
		02/07/2024	181863	POLIGON SHELTERS, ETC. FOR SUNNYMEAD PARK SHELTER REPLACEMENTS	
Remit to: HOLLAND, MI					FYTD: \$93,094.50
R J NOBLE CO., INC.	39814	02/07/2024	234344	801 0097 CITYWIDE PVT REHAB PROG	\$539,663.92
	39876	02/14/2024	236880_RET	801 0097 CITYWIDE PVT REHAB PROG	\$808,190.25
Remit to: ORANGE, CA					FYTD: \$6,182,967.06
RDO EQUIPMENT CO, INC	247096	02/14/2024	E1318935	2024 VERMEER SC802 STUMP GRINDER	\$81,898.10
Remit to: LAKESIDE, CA					FYTD: \$81,898.10
SHADE STRUCTURES, INC. DBA USA SHADE AND FABRIC	39960	02/21/2024	86325 - 2	CIVIC CTR AMPHITHEATER SHADE STRUCTURE PROJECT-PAY APP. #2	\$47,165.73
Remit to: DALLAS, TX					FYTD: \$54,884.18
SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.	39824	02/07/2024	14	801 0021 SR60 INTERCHANGE	\$2,715,651.29
	39882	02/14/2024	15	801 0021 SR60/MORENO BEACH	\$1,870,360.30
Remit to: RIVERSIDE, CA					FYTD: \$12,505,369.80

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SOUTHERN CALIFORNIA EDISON	247046	02/07/2024	7501652581	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-DEC. 2023	\$62,402.20
		02/07/2024	7501652582	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-DEC. 2023	
		02/07/2024	7501652600	WDAT CHARGES-MVU/GRAHAM ST.-DEC. 2023	
		02/07/2024	7501652601	WDAT CHARGES-MVU/FREDERICK AVE.-DEC. 2023	
		02/07/2024	7501652602	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-DEC. 2023	
	247098	02/14/2024	282492235/JAN-24	ELECTRICITY-FERC CHARGES/MVU	\$93,469.64
		02/14/2024	355556776/JAN-24	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		02/14/2024	395913224/JAN-24	ELECTRICITY CHARGES	
		02/14/2024	431591238/JAN-24	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		02/14/2024	433869021/JAN-24	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		02/14/2024	435293103/JAN-24	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		02/14/2024	498683714/JAN-24	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		02/14/2024	559238386/JAN-24	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
	02/14/2024	570511709/JAN-24	IFA CHARGES-SUBSTATION		
	02/14/2024	JAN-24 2/14/24	ELECTRICITY CHARGES		
247135	02/21/2024	JAN-24 2/21/24	ELECTRICITY CHARGES	\$32,991.38	
247176	02/28/2024	7501655944	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-JAN. 2024	\$62,367.21	
	02/28/2024	7501655945	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-JAN. 2024		
	02/28/2024	7501655963	WDAT CHARGES-MVU/GRAHAM ST.-JAN. 2024		
	02/28/2024	7501655964	WDAT CHARGES-MVU/FREDERICK AVE.-JAN. 2024		
	02/28/2024	7501655965	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-JAN. 2024		

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: ROSEMEAD, CA					FYTD: \$1,747,637.85
STATE BOARD OF EQUALIZATION 1	39850	02/01/2024	4TH QTR 2023	SALES & USE TAX REPORT FOR THE QUARTER ENDING 12/31/23	\$25,475.00
Remit to: SACRAMENTO, CA					FYTD: \$38,619.00
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	39827	02/07/2024	DEC-23/COLANTUON	SPECIAL COUNSEL LITIGATION SVCS-COLANTUONO ET AL 12/1-12/31/23	\$39,310.72
		02/07/2024	DEC-23/MILLER	SPECIAL COUNSEL LITIGATION SVCS-MILLER STARR REG. 12/01-12/31/23	
		02/07/2024	DEC-23/SLOAT	SPECIAL COUNSEL LITIGATION SVCS-KAREN SLOAT, APC 12/01-12/31/23	
		02/07/2024	NOV-23/RING B.	SPECIAL COUNSEL LITIGATION SVCS-RING BENDER LLP 11/01-11/30/23	
		02/07/2024	NOV-DEC23/DYETT	SPECIAL COUNSEL LITIGATION SVCS-DYETT & BATIA 11/01-12/31/23	
		02/07/2024	OCT-23/DYETT	SPECIAL COUNSEL LITIGATION SVCS-DYETT & BATIA 10/01-10/31/23	
	39961	02/21/2024	AUG-23/LARSON	SPECIAL COUNSEL LITIGATION SVCS-LARSON LLP 08/01-08/31/23	\$125,928.62
		02/21/2024	JAN-24/NIELSEN	SPECIAL COUNSEL LITIGATION SVCS-NIELSEN, ET AL. 01/01-01/31/24	
		02/21/2024	JAN-24/RING B.	SPECIAL COUNSEL LITIGATION SVCS-RING BENDER LLP 01/01-01/31/24	
		02/21/2024	NOV-23/LARSON	SPECIAL COUNSEL LITIGATION SVCS-LARSON LLP 11/01-11/30/23	
	02/21/2024	OCT-23/LARSON	SPECIAL COUNSEL LITIGATION SVCS-LARSON LLP 10/01-10/31/23		
	02/21/2024	SEP-23/LARSON	SPECIAL COUNSEL LITIGATION SVCS-LARSON LLP 09/01-09/30/23		
Remit to: PALM SPRINGS, CA					FYTD: \$1,189,999.64

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THE ADVANTAGE GROUP/ FLEX ADVANTAGE	39832	02/07/2024	202402	FEBRUARY 2024 RETIREE MEDICAL BENEFIT BILLING	\$56,730.76
Remit to: TEMECULA, CA					<u>FYTD:</u> \$416,861.65
THINK TOGETHER, INC	39887	02/14/2024	111-24-07	ASES EXPANDED LEARNING PROGRAM MGMT. SERVICES-INSTALLMENT #7	\$684,515.80
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$4,833,781.11
U.S. BANK/CALCARDS	40048	02/28/2024	02-27-24	FEBRUARY 2024 CALCARD ACTIVITY	\$252,560.27
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$2,984,505.45
WASTE MANAGEMENT	247179	02/28/2024	022024	SOLID WASTE DELINQUENCIES PASS THRU, LESS FRANCHISE FEES	\$1,032,330.47
Remit to: CORONA, CA					<u>FYTD:</u> \$1,936,735.23
WELLS FARGO CORPORATE TRUST	40064	02/13/2024	W240204	DEBT SERVICE-IMPR AREA 1 CFD NO. 7 SPECIAL TAXES-1ST INSTALLMENT	\$101,080.44
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,242,117.46

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WEST COAST ARBORISTS, INC.	39841	02/07/2024	209478	TREE & STUMP REMOVAL SERVICES - CITY HALL	\$28,228.25
		02/07/2024	209827	TREE TRIMMING AND TREE/STUMP REMOVAL SERVICES - JFK PARK	
		02/07/2024	209829	TREES & STUMP REMOVAL SERVICES - COTTONWOOD GOLF COURSE	
		02/07/2024	209843	TREE/STUMP AND STUMP ONLY REMOVAL SERVICES - JFK PARK	
		02/07/2024	209859	TREE TRIMMING SERVICES - FAIRWAY PARK	
		02/07/2024	209860	TREE TRIMMING AND TREE/STUMP REMOVAL SERVICES- WOODLAND PARK	
		02/07/2024	209861	TREE TRIMMING SERVICES - AQUEDUCT/BEHIND 13194 BALBOA LN	
	39968	02/07/2024	209877	TREE & STUMP REMOVAL SERVICES - LASSELLE SPORTS PARK	\$93,552.50
		02/21/2024	206929	SD TREE MAINTENANCE - ZONE M	
		02/21/2024	208300	SD TREE MAINTENANCE - ZONE M	
		02/21/2024	209316	SD TREE MAINTENANCE - ZONE D	
		02/21/2024	209471	SD TREE MAINTENANCE - ZONE 03	
		02/21/2024	210414	SD TREE MAINTENANCE - ZONE 02	
		02/21/2024	210415	SD TREE MAINTENANCE - ZONE 01	
02/21/2024	210437	SD TREE MAINTENANCE - ZONE 07			
02/21/2024	210438	SD TREE MAINTENANCE - ZONE 05			
02/21/2024	210447	SD TREE MAINTENANCE - ZONE 03			
02/21/2024	210517	SD TREE MAINTENANCE - ZONE D			

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WEST COAST ARBORISTS, INC.	40058	02/28/2024	208891	TREE TRIMMING AND TREE/STUMP REMOVAL SERVICES - GATEWAY PARK	\$31,248.75
		02/28/2024	208896	TREE TRIMMING SERVICES - PALMS AT SENIOR CENTER	
		02/28/2024	210544	TREE TRIMMING, TREE/STUMP REMOVAL, & GPS INVENTORY-BETHUNE PARK	
		02/28/2024	210982	TREE TRIMMING SERVICES - RIDGECREST PARK	
		02/28/2024	210983	TREE TRIMMING, STUMP REMOVAL, & GPS INVENTORY-VISTA LOMAS PARK	
Remit to: ANAHEIM, CA					FYTD: \$355,175.15
WILLDAN ENGINEERING	39970	02/21/2024	002-30553	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.-DEC23	\$103,322.30
Remit to: ANAHEIM, CA					FYTD: \$1,202,259.13
WILMINGTON TRUST	40063	02/13/2024	W240202	DEBT SERVICE-STONERIDGE CFD NO. 5 SPECIAL TAXES 1ST INSTALLMENT	\$204,418.89
Remit to: WILMINGTON, DE					FYTD: \$426,712.81
WRCRCA	39843	02/07/2024	OCT-2023 MSHCP	MSHCP FEES COLLECTED FOR OCT 2023-RESIDENTIAL & COMMERCIAL/IND.	\$117,115.55
	39844	02/07/2024	NOV-2023 MSHCP	MSHCP FEES COLLECTED FOR NOV 2023-RESIDENTIAL SINGLE FAMILY/ADU	\$231,799.07
	39845	02/07/2024	DEC-2023 MSHCP	MSHCP FEES COLLECTED FOR DEC 2023-RESIDENTIAL SINGLE & MULTI-FAM	\$285,006.00
Remit to: RIVERSIDE, CA					FYTD: \$1,498,734.49

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



City of Moreno Valley
Payment Register
For Period 2/01/2024 through 2/29/2024

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ZERO FOODPRINT	40061	02/28/2024	2763	SB1383 COMPOST PROCUREMENT SERVICES 2023	\$74,999.00
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$74,999.00

TOTAL AMOUNTS OF \$25,000 OR GREATER	\$13,283,417.7
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Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



City of Moreno Valley
Payment Register
For Period 2/01/2024 through 2/29/2024

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
THOMAS, AUDREY	39896	02/21/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
A GOOD SIGN 7 GRAPHICS, CO	247059	02/07/2024	BL#40145-YR2024	REFUND OF OVERPAYMENT FOR BL#40145	\$65.00
Remit to: SANTA ANA, CA					FYTD: \$65.00
ADVANCE AVANT GARDE CORPORATION DBA AVANT GARDE IN	39976	02/28/2024	10012	HUD FUNDING COMPLIANCE SVCS-JANUARY 2024	\$22,185.00
Remit to: DIAMOND BAR, CA					FYTD: \$175,172.50
AGUIRRE, ILDEBERTO	39760	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
AIRESPRING INC.	39977	02/28/2024	181082156	LOCAL/LONG DISTANCE CALLS & INTERNET SVC - JAN/FEB 2024	\$2,761.80
Remit to: VAN NUYS, CA					FYTD: \$23,280.21
ALEGRIA, NATALEIGH	247144	02/21/2024	R24-179842	ANIMAL SERVICES REFUND S/N AND RAB DEP	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
ALESSANDRO AUTO SPA, INC	39978	02/28/2024	3	JAN. 2024 CAR WASH SERVICES FOR CITY VEHICLES	\$559.98
Remit to: MORENO VALLEY, CA					FYTD: \$939.97
ALISAM MORENO OPERATING, INC DBA WATERDROPS EXPRES	39761	02/07/2024	21	CAR WASH COUNT-DECEMBER 2023-POLICE	\$81.00
Remit to: WOODLAND HILLS, CA					FYTD: \$3,253.00
ALLAN, MATTHEW	247054	02/07/2024	2/12 - 2/15/24	TRAVEL PER DIEM - 2024 CRIA TRAINING CONFERENCE	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$241.50

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



City of Moreno Valley
Payment Register
For Period 2/01/2024 through 2/29/2024

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AMERICAN CANCER SOCIETY SHARED SERVICE CENTER	247115	02/21/2024	2019 EGC-ADDTL.	ADDITIONAL DONATION FROM 2019 EMPLOYEE GIVING CAMPAIGN	\$1,100.00
Remit to: RIVERSIDE, CA					FYTD: \$1,100.00
AMERICAN FORENSIC NURSES	39762	02/07/2024	78464	PHLEBOTOMY SVCS-PD	\$70.00
	39897	02/21/2024	78509	PHLEBOTOMY SVCS-PD	\$140.00
Remit to: LA QUINTA, CA					FYTD: \$23,513.25
ANGEL ORGANICS HEALING CENTER LLC dba CATALYST	247145	02/21/2024	REVENUE AUDIT	REFUND FOR OVERPAYMENT OF MEASURE M TAX	\$17,325.77
Remit to: MORENO VALLEY, CA					FYTD: \$17,325.77
ANIMAL PEST MANAGEMENT SERVICES, INC.	39851	02/14/2024	701000	PEST MANAGEMENT SERVICE FOR UTILITIES VIA PARKS	\$2,855.00
		02/14/2024	701036	PEST MANAGEMENT SERVICE-PARKS	
		02/14/2024	705232	MOSQUITO/FLY LIGHT SERVICE- ANIMAL SHELTER	
		02/14/2024	705244	MOSQUITO/FLY LIGHT SERVICE- CITY YARD PERRIS	
		02/14/2024	705262	MOSQUITO/FLY LIGHT SERVICE- PUBLIC SAFETY BLDG.	
		02/14/2024	705280	MOSQUITO/FLY LIGHT SERVICE- SENIOR CENTER	
		02/14/2024	705292	MOSQUITO/FLY LIGHT SERVICE- TOWNGATE COMM CENTER	
		02/14/2024	707932	MOSQUITO/FLY LIGHT SERVICE- CONFERENCE & REC CENTER	
	39980	02/28/2024	705208	ROUTINE PEST/BAIT STATION SERVICE-JAN 2024-VARIOUS SITES	\$2,332.00
		02/28/2024	712107	ONE-TIME INTERIOR SERVICE FOR EARWIGS-CITY YARD SANTIAGO	
		02/28/2024	712108	ONE-TIME INTERIOR SERVICE-TEEN SPOT ANTS-CONFERENCE & REC CENTER	
Remit to: CHINO, CA					FYTD: \$32,776.00
APOLLO WOOD RECOVERY, INC.	39898	02/21/2024	24853S	CERTIFIED PLAY FIBER-PARKS MAINT	\$4,663.60
Remit to: CHINO, CA					FYTD: \$9,906.24

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



City of Moreno Valley
Payment Register
 For Period 2/01/2024 through 2/29/2024

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ARAGON, HEATHER	247106	02/14/2024	R24-180156	ANIMAL SERVICES REFUND S/N AND RAB DEP	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
ARCE, THOMAS	247055	02/07/2024	INV-101655037	REIMBURSEMENT FOR ICC CERTIFICATE RENEWAL & REINSTATEMENT FEE	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
ARCHITERRA DESIGN GROUP	39763	02/07/2024	31669	807 0060 PARK REHAB & REFURBISHMENT PROGRAM	\$1,767.50
		02/07/2024	31670	807 0060 PARK REHAB & REFURBISHMENT PROGRAM	
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$49,559.17
ARIA MANAGEMENT LLC	39764	02/07/2024	FEBRUARY 2024	LEASE PAYMENT-LIBRARY @ IRIS-FEBRUARY 2024	\$13,321.24
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$110,286.99
ASUNCION, JHONALEE	39981	02/28/2024	2/27 - 3/1/24	TRAVEL PER DIEM & MILEAGE - 2024 CPRS CONNECTIONS CONF	\$280.49
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$280.49
AT&T MOBILITY	247116	02/21/2024	496127	CELL PHONE LOCATION/TRACKING SVCS-PD	\$175.00
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$695.00
B F S A ENVIRONMENTAL SERVICES	247060	02/07/2024	BL#40770-YR2024	REFUND OF OVERPAYMENT FOR BL#40770	\$71.55
Remit to: HOUSTON, TX					<u>FYTD:</u> \$71.55
BERLITZ LANGUAGES, INC.	39982	02/28/2024	001-274-24-00184	BILINGUAL EXAMS-NOVEMBER/DECEMBER 2023	\$725.00
		02/28/2024	001-274-24-00430	BILINGUAL EXAMS-JANUARY 2024	
Remit to: PRINCETON, NJ					<u>FYTD:</u> \$6,020.00

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



City of Moreno Valley
Payment Register
 For Period 2/01/2024 through 2/29/2024

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BEU, ERIC	247056	02/07/2024	2/12 - 2/15/24	TRAVEL PER DIEM - 2024 CRIA TRAINING CONFERENCE	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$241.50
BIO-TOX LABORATORIES, INC.	247028	02/07/2024	45396	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$7,780.88
		02/07/2024	45397	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		02/07/2024	45470	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					FYTD: \$92,087.15
BMW MOTORCYCLES OF RIVERSIDE	39900	02/21/2024	6035099	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$4,812.61
		02/21/2024	6035117	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		02/21/2024	6035132	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		02/21/2024	6035198	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		02/21/2024	6035222	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					FYTD: \$57,509.92
BOVADILLA, MARLEN	39765	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
BOY SCOUTS OF AMERICA	247146	02/21/2024	2003851.047	DEPOSIT REFUND- CONFERENCE & REC CTR.	\$576.51
Remit to: REDLANDS, CA					FYTD: \$576.51
BRADFORD, ALICIA	247181	02/28/2024	R23-179351	ANIMAL SERVICES REFUND S/N DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
BRAUN BLAISING SMITH WYNNE, P.C.	39983	02/28/2024	21682	LEGAL SERVICES-MV UTILITY-JANUARY 2024	\$309.24
Remit to: SACRAMENTO, CA					FYTD: \$5,955.45

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



City of Moreno Valley
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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BRIDGEPAY NETWORK SOLUTIONS	39901	02/21/2024	19244	CREDIT CARD GATEWAY SVCS-DECEMBER 2023	\$57.60
		02/21/2024	27244	CREDIT CARD GATEWAY SVCS-JANUARY 2024	
Remit to: ALTAMONTE SPRINGS, FL					FYTD: \$174.00
BRIGHT, EVELYN	247107	02/14/2024	R23-177580	ANIMAL SERVICES REFUND S/N DEPOSITS	\$150.00
Remit to: SAN BERNARDINO, CA					FYTD: \$150.00
BROADCAST MUSIC, INC. (BMI)	247117	02/21/2024	51394386	ACCT 1156050 - ANNUAL MUSIC LICENSE - AUG 2023 TO JULY 2024	\$1,681.00
Remit to: CINCINNATI, OH					FYTD: \$1,681.00
BUBNICK, JEREMY D	39902	02/21/2024	2/27 - 3/1/24	TRAVEL PER DIEM - 2024 CPRS CONNECTIONS CONF	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$483.00
CABRERA, ULISES	247104	02/14/2024	REIMB.-2/8/24	REIMBURSE LYFT & AIRPORT PARKING-US CONF. OF MAYORS WINTER MTG.	\$322.41
	247157	02/28/2024	3/7 - 3/10/24	TRAVEL PER DIEM - 2024 US CONF OF MAYORS SUMMIT AT SXSW	\$224.00
Remit to: MORENO VALLEY, CA					FYTD: \$965.79
CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICER	247029	02/07/2024	300019651	PROFESSIONAL MEMBERSHIP DUES-GILBERT AGUILAR	\$100.00
	247158	02/28/2024	300019738	PROFESSIONAL MEMBERSHIP DUES-JULYSSES ARELLANO	\$100.00
Remit to: SACRAMENTO, CA					FYTD: \$8,746.00
CALIFORNIA CONSULTING, INC	39984	02/28/2024	6592	GRANT WRITING SERVICES-FEMA - BRIC GRANT	\$5,231.25
Remit to: EL SEGUNDO, CA					FYTD: \$40,736.25

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



City of Moreno Valley
Payment Register
For Period 2/01/2024 through 2/29/2024

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CAMERON-DANIEL, P.C.	39903	02/21/2024	1494	LEGAL SERVICES-MV UTILITY-JANUARY 2024	\$1,178.10
Remit to: SEBASTOPOL, CA					FYTD: \$46,531.60
CAROLINO, GARY	247147	02/21/2024	2003854.047	REFUND FOR CGC FEE OVERPAYMENT ON 2/2/24	\$3.39
Remit to: MORENO VALLEY, CA					FYTD: \$3.39
CASC ENGINEERING AND CONSULTING, INC.	39985	02/28/2024	0050440	PLAN CHECK SVCS-PWQMP-DECEMBER 2023	\$20,479.25
		02/28/2024	50296	801 0108 DESIGN - EUCALYPTUS NOVEMBER 2023	
		02/28/2024	50503	801 0108 DESIGN - EUCALYPTUS DECEMBER 2023	
		02/28/2024	50693	801 0108 DESIGN - EUCALYPTUS JANUARY 2024	
Remit to: COLTON, CA					FYTD: \$84,093.54
CASTRO, JENNIFER	39766	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
CELIS, ARLENE	39904	02/21/2024	2/27 - 3/1/24	TRAVEL PER DIEM & MILEAGE - 2024 CPRS CONNECTIONS CONF	\$280.22
Remit to: MORENO VALLEY, CA					FYTD: \$2,280.22
CHANDLER ASSET MANAGEMENT, INC	39905	02/21/2024	2401MORENOVA	INVESTMENT MANAGEMENT SVCS-JANUARY 2024	\$9,031.45
	39986	02/28/2024	2312MORENOVA	INVESTMENT MANAGEMENT SVCS-DECEMBER 2023	\$8,950.86
Remit to: SAN DIEGO, CA					FYTD: \$70,562.29
CHARLES ABBOTT ASSOCIATES, INC	39906	02/21/2024	66983	PLAN CHECK SVCS-HIGHLAND FAIRVIEW/WLC-JANUARY 2024	\$8,624.00
Remit to: MISSION VIEJO, CA					FYTD: \$337,470.00

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City of Moreno Valley
Payment Register
For Period 2/01/2024 through 2/29/2024

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CHARTER COMMUNICATIONS HOLDINGS, LLC	39852	02/14/2024	091922301010124	FIBER INTERNET ACCESS SERVICES - JAN. 2024	\$844.00
	39907	02/21/2024	091922301020124	FIBER INTERNET ACCESS SERVICES - FEB. 2024	\$844.00
	39987	02/28/2024	0007991021524	CABLE - MONTHLY SERVICE CHARGES CITYWIDE-JAN/FEB. 2024	\$2,921.00
Remit to: PITTSBURGH, PA					FYTD: \$32,914.90
CHAVEZ, SANDRA	39767	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
CHOYCE, ANNA MARLIN	39768	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
CLARK LAND RESOURCES, INC.	39908	02/21/2024	CVM-1223	RIGHT OF WAY SERVICES	\$1,160.00
Remit to: OCEANSIDE, CA					FYTD: \$19,544.71
CLOVER ENTERPRISES, INC C/O JIM CLOVER	247061	02/07/2024	BL#22428-YR2024	REFUND OF OVERPAYMENT FOR BL#22428	\$113.40
Remit to: RIVERSIDE, CA					FYTD: \$113.40
COATS, DAVID	39909	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$410.40
Remit to: MORENO VALLEY, CA					FYTD: \$3,957.00
COLONIAL SUPPLEMENTAL INSURANCE	39769	02/07/2024	71330690201428	EMPLOYEE SUPPLEMENTAL INSURANCE	\$7,710.05
Remit to: COLUMBIA, SC					FYTD: \$52,656.33
COMMONWEALTH LAND TITLE COMPANY	247089	02/14/2024	00037322	PRELIMINARY REPORT-APN 260-050-010	\$850.00
Remit to: NEWPORT BEACH, CA					FYTD: \$3,300.00

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City of Moreno Valley
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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COPELAND, GINA	39990	02/28/2024	CK NO. 245842	REISSUE UNCLAIMED CHECK FOR HIRE A MOVAL VETERAN PROGRAM	\$1,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
CORODATA MEDIA STORAGE INC.	39911	02/21/2024	DS1307793	OFF-SITE MEDIA STORAGE-JANUARY 2024-TECH SVCS	\$500.06
Remit to: LOS ANGELES, CA					FYTD: \$4,116.01
CORODATA RECORDS MANAGEMENT, INC.	39991	02/28/2024	RS4985416	RECORDS STORAGE-JANUARY 2024	\$1,345.85
Remit to: POWAY, CA					FYTD: \$10,356.16
CORONA, NATALIE	39770	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
CORONADO, WENDY	247062	02/07/2024	R23-178356	ANIMAL SERVICES REFUND S/N DEPOSIT	\$75.00
Remit to: WEST COVINA, CA					FYTD: \$75.00
COSCO FIRE PROTECTION, INC.	39992	02/28/2024	JC193532	TS OFFICE FIRE SPRINKLER INSTALL-PROGRESS PYMT 1-ANNEX 1	\$2,990.75
		02/28/2024	JC196412	FIRE SPRINKLER INSTALL FOR NEW TS OFFICE-PYMNT 2-ANNEX 1	
Remit to: BREA, CA					FYTD: \$246,289.75
COSTAR REALTY INFORMATION, INC	39912	02/21/2024	120593546	COMMERCIAL REAL ESTATE DATABASE SVC-FEBRUARY 2024	\$1,718.26
Remit to: CHICAGO, IL					FYTD: \$13,746.08
COUNSELING TEAM, THE	247159	02/28/2024	89666	EMPLOYEE ASSISTANCE PROGRAM-JANUARY 2024	\$3,900.00
		02/28/2024	90324	EMPLOYEE ASSISTANCE PROGRAM-FEBRUARY 2024	
Remit to: NEWPORT BEACH, CA					FYTD: \$15,485.00

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City of Moreno Valley
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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COUNTY OF RIVERSIDE	247030	02/07/2024	PE0000001500	TRAFFIC MOTOR COMMUNICATIONS FOR PD 12/1-12/31/23	\$1,915.62
	247118	02/21/2024	PE0000001567	TRAFFIC MOTOR COMMUNICATIONS FOR PD 1/1-1/31/24	\$1,915.62
Remit to: RIVERSIDE, CA					FYTD: \$62,264.98
COVARRUBIAS, JESSICA	39913	02/21/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,000.00
CROWN CASTLE FIBER LLC	39993	02/28/2024	1483887	INTERNET & DATA SVCS 01/01/24-01/31/24	\$2,518.75
		02/28/2024	1505001	INTERNET & DATA SVCS 02/01/24-02/29/24	
Remit to: HOUSTON, TX					FYTD: \$10,037.50
CUFF, STEPHANIE CERVANTES	39914	02/21/2024	REIMB. 2/2/24	TRAVEL REIMBURSEMENT - 2/2/24 - HOTEL PARKING	\$122.85
Remit to: MORENO VALLEY, CA					FYTD: \$502.20
CWE CORP.	39915	02/21/2024	F24026	PLAN CHECK SVCS-PWQMP-DECEMBER 2023	\$9,863.00
	39994	02/28/2024	F24031	PLAN CHECK SVCS-PWQMP-DECEMBER 2023	\$2,591.50
Remit to: FULLERTON, CA					FYTD: \$44,040.00
CYCLERY U.S.A. INC.	247031	02/07/2024	010824112800343	REPAIR EBIKE-MAINT & LABOR-TRANSP	\$1,256.49
		02/07/2024	070722112117251	REPAIR EBIKE-MAINT & LABOR-TRANSP	
		02/07/2024	102423111231175	BIKE HELMETS-TRANSP	
Remit to: REDLANDS, CA					FYTD: \$1,256.49
DAMP MOP HOUSE CLEANING	247063	02/07/2024	BL#40830-YR2024	REFUND OF OVERPAYMENT FOR BL#40830	\$433.48
Remit to: MORENO VALLEY, CA					FYTD: \$433.48

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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
DATA TICKET, INC.	39916	02/21/2024	161248	ADMIN CITATION PROCESSING-PD-JANUARY 2024	\$438.37
	39995	02/28/2024	161245	ADMIN CITATION PROCESSING-ANIMAL SVC-JANUARY 2024	\$11,949.48
		02/28/2024	161247	ADMIN CITATION PROCESSING-CODE-JANUARY 2024	
		02/28/2024	161247TPC	ADMIN CITATION PROCESSING-3RD PARTY COLL-CODE-JANUARY 2024	
Remit to: IRVINE, CA					FYTD: \$231,935.83
DAVID EVANS & ASSOCIATES, INC.	39854	02/14/2024	552673	801 0021 SR60/MORENO BEACH PH 2	\$8,406.03
Remit to: PASADENA, CA					FYTD: \$64,129.06
DELGADO II, EDWARD A	39855	02/14/2024	REIMB. 01/23/24	MEAL REIMBURSEMENT DURING L.O.C.C 2024 MAYOR & COUNCIL ACADEMY	\$21.85
Remit to: MORENO VALLEY, CA					FYTD: \$21.85
DELTA DENTAL OF CALIFORNIA	39771	02/07/2024	BE005902919	EMPLOYEE DENTAL INSURANCE-PPO	\$18,542.17
	39772	02/07/2024	BE005903690	EMPLOYEE DENTAL INSURANCE-HMO	\$3,386.64
Remit to: LOS ANGELES, CA					FYTD: \$187,906.39
DEPARTMENT OF ENVIRONMENTAL HEALTH	247032	02/07/2024	IN0499853	ENVIRONMENTAL HEALTH PERMIT-SUNNYMEAD PARK/FAC.# FA0005956	\$763.00
	247090	02/14/2024	IN0501669	VECTOR CONTROL SERVICES OCT-DEC. 2023	\$6,470.56
Remit to: RIVERSIDE, CA					FYTD: \$34,262.21
DEPARTMENT OF TRANSPORTATION	39773	02/07/2024	24003176	DIRECT PAY 801 0021 SR-60/MO BEACH IC DEPT FURNISHED MATERIALS	\$27.90
	39917	02/21/2024	24004116	DIRECT PAY 801 0021 SR-60/MO BEACH IC DEPT FURNISHED MATERIALS	\$27.90
Remit to: SACRAMENTO, CA					FYTD: \$386.49

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
DEPARTMENT OF TREASURY	39974	02/15/2024	FAIN: ERA0351 R2	ERAP1 RETURNED FUNDS-PAID VIA PAY.GOV (TRACKING ID 27BT3DJ7)	\$4,178.05
Remit to: WASHINGTON, DC					FYTD: \$13,787.91
DEWEY PEST CONTROL MICHELLE BOYCE	247064	02/07/2024	BL#27879-YR2024	REFUND OF OVERPAYMENT FOR BL#27879	\$83.11
Remit to: PASADENA, CA					FYTD: \$83.11
DIAMOND ENVIRONMENTAL SERVICES, LP	247033	02/07/2024	0005172484	PORTABLE RESTROOM RENTAL-POLICE DEPT	\$95.48
	247091	02/14/2024	0005163766	PORTABLE RESTROOM RENTAL-MORRISON PARK	\$815.33
	247119	02/21/2024	0005177115	PORTABLE RESTROOM RENTAL-COMM DAY OF SVC @PARQUE AMISTAD	\$360.60
	247161	02/28/2024	0005207514	PORTABLE RESTROOM RENTAL-MAINT & OP'S	\$1,350.90
		02/28/2024	0005207515	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF CTR	
		02/28/2024	0005221163	PORTABLE RESTROOM RENTAL-MORRISON PARK	
Remit to: SAN MARCOS, CA					FYTD: \$33,301.26
DIAZ, ROLAND	39774	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
DIGITAL TELECOMMUNICATIONS CORP.	39996	02/28/2024	50232	MONTHLY SERVICE CONTRACT-01/29/24 TO 2/28/24-TECH SVCS	\$489.00
Remit to: SANTA CLARITA, CA					FYTD: \$77,409.60
DISH DBS CORPORATION	247162	02/28/2024	86557282/FEB24	SATELLITE TV-FIRE STATION 99-01/31-02/29/24	\$156.42
Remit to: PALATINE, IL					FYTD: \$1,231.32

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DUNN EDWARDS CORPORATION	247065	02/07/2024	BL#25720-YR2024	REFUND OF OVERPAYMENT FOR BL#25720	\$61.00
Remit to: CITY OF COMMERCE, CA					FYTD: \$61.00
DURAN, JULIO	247057	02/07/2024	2/12 - 2/15/24	TRAVEL PER DIEM - 2024 CRIA TRAINING CONFERENCE	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$241.50
DYER, MARIA	247066	02/07/2024	BL#06887-YR2024	REFUND OF OVERPAYMENT FOR BL#06887	\$60.00
Remit to: RIVERSIDE, CA					FYTD: \$60.00
E.R. BLOCK PLUMBING & HEATING, INC.	39856	02/14/2024	140603-1	BACKFLOW DEVICE TEST- CONFERECNCE & REC CENTER/CITY HALL	\$64.00
	39918	02/21/2024	140603-3	SD BACKFLOW TESTING – DECEMBER BASE	\$32.00
	39997	02/28/2024	140603-2	BACKFLOW DEVICE TEST-PARKS	\$1,885.62
		02/28/2024	141020	BACKFLOW DEVICE TEST-PARKS	
		02/28/2024	141126	BACKFLOW DEVICE REPAIR-ANIMAL SHELTER	
		02/28/2024	141127	BACKFLOW DEVICE TEST-PARKS	
Remit to: RIVERSIDE, CA					FYTD: \$21,736.75
EAGLE PUMP SERVICES, INC.	39919	02/21/2024	20230545	SD PUMP MAINTENANCE - JANUARY	\$4,400.00
	39998	02/28/2024	20230565	ON-SITE LABOR CHARGES-PARKS MAINT	\$1,500.00
Remit to: CHINO, CA					FYTD: \$17,518.72
EASTERN MUNICIPAL WATER DISTRICT	247087	02/12/2024	2023-1446_TEST	2023-1446 FIRE FLOW TEST FEE	\$826.00
	247088	02/12/2024	2023-1446_WRK OR	2023-1446 WORK ORDER DEPOSIT FEE	\$5,000.00
	247163	02/28/2024	FEB-24 02/28/24	WATER CHARGES	\$23,373.72
		02/28/2024	JAN-24 02/28/24	WATER CHARGES	
Remit to: PERRIS, CA					FYTD: \$1,563,789.28

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ECOLAB CENTER TAS DEPT ECOLAB INC	247067	02/07/2024	BL#02198-YR2024	REFUND OF OVERPAYMENT FOR BL#02198	\$70.07
Remit to: INDIANAPOLIS, IN					FYTD: \$70.07
EDGEMONT WOMEN'S CLUB	39857	02/14/2024	FEB. 12, 2024	OFFICE OF MAYOR & CITY COUNCIL PROGRAM SPONSORSHIP - 2023/2024	\$1,000.00
Remit to: MORNEO VALLEY, CA					FYTD: \$1,000.00
ELBAC SOLAR	247148	02/21/2024	BON23-2049.R001	REFUND PARTIAL PLAN CHECK FEE	\$154.00
Remit to: CORONA, CA					FYTD: \$154.00
ELKINS, DEBORAH	39920	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - ADAPTIVE ZUMBA CLASS	\$45.60
Remit to: MORENO VALLEY, CA					FYTD: \$456.00
EMMA AND FAMILY JEWELERS	247068	02/07/2024	BL#39965-YR2024	REFUND OF OVERPAYMENT FOR BL#39965	\$65.00
Remit to: MORENO VALLEY, CA					FYTD: \$65.00
EMPIRE MOWERS, INC.	247164	02/28/2024	32400	TREE TRIMMING EQUIPMENT REPAIR	\$1,299.48
		02/28/2024	32401	TREE TRIMMING EQUIPMENT REPAIR	
		02/28/2024	32402	TREE TRIMMING EQUIPMENT PARTS	
		02/28/2024	32542	TREE TRIMMING EQUIPMENT PARTS	
		02/28/2024	32871	TREE TRIMMING EQUIPMENT PARTS	
Remit to: MORENO VALLEY, CA					FYTD: \$2,752.31
EMPIRE SPORTS	39921	02/21/2024	000420	YOUTH JERSEYS - VARIED YOUTH SIZES	\$5,662.26
Remit to: MORENO VALLEY, CA					FYTD: \$5,662.26
ENGEO INCORPORATED	247069	02/07/2024	BL#40493-YR2024	REFUND OF OVERPAYMENT FOR BL#40493	\$62.50
Remit to: SAN RAMON, CA					FYTD: \$62.50

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ESPINOZA, ROSA	39776	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
EXCLUSIVE TOWING	247034	02/07/2024	24-22954	EVIDENCE VEHICLE TOWING & IMPOUND FEES-PD	\$1,213.00
		02/07/2024	24-23018	EVIDENCE VEHICLE TOWING-PD	
Remit to: RIVERSIDE, CA					FYTD: \$8,870.25
FABELA, RAMIRO	247070	02/07/2024	R24-180161	ANIMAL SERVICES REFUND MICROCHIP FEE	\$16.00
Remit to: MORENO VALLEY, CA					FYTD: \$16.00
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	39777	02/07/2024	06 - DEC23 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	\$5,343.56
Remit to: RIVERSIDE, CA					FYTD: \$45,204.03
FERRELLGAS LP	247165	02/28/2024	1125801468	PROPANE REFILL-CITY YARD	\$3,182.68
		02/28/2024	1125801620	PROPANE REFILL-FIRE STATION 91	
Remit to: DENVER, CO					FYTD: \$6,150.82
FIRE HOUSE INNOVATIONS LI INC.	39778	02/07/2024	1403	FORCIBLE ENTRY DOOR & WHEEL SYSTEM TRAINING-FIRE OPS	\$17,700.00
Remit to: BAYPORT, NY					FYTD: \$17,700.00
FIRST AMERICAN DATA TREE, LLC	247035	02/07/2024	20027760124	ONLINE SOFTWARE SUBSCRIPTION-JANUARY 2024	\$99.00
Remit to: PASADENA, CA					FYTD: \$693.00
FIRST AMERICAN TITLE COMPANY	247121	02/21/2024	9784-978454527	PRELIMINARY REPORT PROCESSING FEE-PARKS MAINT	\$750.00
Remit to: PASADENA, CA					FYTD: \$323,480.24
FLASH ROOFING INC	247108	02/14/2024	BOR23-0428	REFUND CANCELLED PERMIT FEE-24828 SUBURBAN LN	\$131.52
Remit to: SAN DIEGO, CA					FYTD: \$131.52

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FLOCK GROUP INC. DBA FLOCK SAFETY	40001	02/28/2024	INV-34235	CAMERA REPLACEMENT-TECH SVCS	\$800.00
Remit to: ATLANTA, GA					FYTD: \$499,681.51
FREEDOM FOREVER LLC	247109	02/14/2024	BSO23-0124	REFUND CANCELLED PERMIT FEE-13155 ACACIA AVE	\$258.72
Remit to: LAS VEGAS, NV					FYTD: \$3,155.76
FRONTIER COMMUNICATIONS	247122	02/21/2024	081095-5/FEB24	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.16
	247166	02/28/2024	051590-5 FEB24	COMMUNICATIONS SVCS-FEBRUARY 2024	\$7,870.98
		02/28/2024	062221-5/FEB24	COMMUNICATION SVCS-01/28/24-02/27/24	
Remit to: CINCINNATI, OH					FYTD: \$96,455.33
G/M BUSINESS INTERIORS, INC.	40002	02/28/2024	0291368-IN	CITY YARD FACILITIES OFFICE FURNITURE	\$15,378.45
Remit to: RIVERSIDE, CA					FYTD: \$127,084.93
G3 QUALITY INC	39923	02/21/2024	15555	801 0090 CITYWIDE PVT REHAB PROG	\$2,777.75
	40003	02/28/2024	15320	PROJECT MANAGEMENT SVCS-OCTOBER 2023-MAINT & OPS	\$19,776.00
		02/28/2024	15556	PROJECT MANAGEMENT SVCS-NOVEMBER 2023-MAINT & OPS	
		02/28/2024	15762	PROJECT MANAGEMENT SVCS-DECEMBER 2023-MAINT & OPS	
		02/28/2024	15878	PROJECT MANAGEMENT SVCS-JANUARY 2024-MAINT & OPS	
Remit to: CERRITOS, CA					FYTD: \$166,953.09
GALLS INC., INLAND UNIFORM	40004	02/28/2024	026615606	UNIFORMS FOR ANIMAL SERVICES	\$432.89
		02/28/2024	026641251	UNIFORMS FOR ANIMAL SERVICES	
Remit to: CHICAGO, IL					FYTD: \$8,282.24
GALVAN PERALTA, JULIO	39924	02/21/2024	2/27 - 3/1/24	TRAVEL PER DIEM & MILEAGE - 2024 CPRS CONNECTIONS CONF	\$254.34
Remit to: MORENO VALLEY, CA					FYTD: \$254.34

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
GAMEZ, HANNAH	39779	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
GARCIA, MATHEW ANTONIO	247036	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
GARCIA'S GARDENING C/O JOSE GARCIA	247071	02/07/2024	BL#18070-YR2024	REFUND OF OVERPAYMENT FOR BL#18070	\$116.43
Remit to: MORENO VALLEY, CA					FYTD: \$116.43
GARDAWORLD	39925	02/21/2024	10769728	ARMORED CAR SVC-CITY HALL, CONF & REC, MVU, LIBRARY, & ANML SVCS	\$1,122.55
Remit to: CHICAGO, IL					FYTD: \$10,367.24
GILLIS + PANICHAPAN ARCHITECTS, INC.	40005	02/28/2024	108709J	803 0055 CORPORATE YARD OFFICE BUILDING F	\$9,275.00
Remit to: COSTA MESA, CA					FYTD: \$87,677.01
GLOBAL POWER GROUP, INC.	247167	02/28/2024	94243	GENERATOR PREV. MAINTENANCE-FIRE STATION 6	\$2,495.52
		02/28/2024	94314	GENERATOR PREV. MAINTENANCE-ANIMAL SHELTER	
		02/28/2024	94315	GENERATOR PREV. MAINTENANCE-FIRE STATION 48	
		02/28/2024	94316	GENERATOR PREV. MAINTENANCE-FIRE STATION 58	
		02/28/2024	94322	GENERATOR PREV. MAINTENANCE-FIRE STATION 91	
		02/28/2024	94323	GENERATOR PREV. MAINTENANCE-FIRE STATION 99	
Remit to: LAKESIDE, CA					FYTD: \$16,946.13
GORM INC.	247168	02/28/2024	8617249	JANITORIAL SUPPLIES-PARKS MAINT	\$132.82
Remit to: ONTARIO, CA					FYTD: \$32,416.71

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GUTIERREZ, FREDDY	247110	02/14/2024	BFC23-0173	REFUND PARTIAL DOCUMENT ARCHIVE FEE-PROJECT CANCELLED	\$49.28
Remit to: MORENO VALLEY, CA					FYTD: \$49.28
GUTIERREZ, MARIANA	39780	02/07/2024	FEBRUARY 2024	MOVABLEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
HAAKER EQUIPMENT COMPANY DBA TOTAL CLEAN	39859	02/14/2024	E1A2G4	STREET SWEEPER RENTAL 1/6/24 - 2/12/24	\$14,056.88
Remit to: LA VERNE, CA					FYTD: \$23,213.93
HABITAT FOR HUMANITY RIVERSIDE	40007	02/28/2024	CHR22-INV19	HOME-CRITICAL HOME REPAIR PROGRAM-JANUARY 2024	\$16,925.83
Remit to: RIVERSIDE, CA					FYTD: \$162,436.47
HASCO HEATING AIR CONDITIONING SERVICE COMPANY	39860	02/14/2024	CD1657	HVAC PREV. MAINTENANCE-FIRE STATION 2	\$5,725.87
		02/14/2024	CD1659	HVAC PREV. MAINTENANCE-FIRE STATION 48	
		02/14/2024	HAS4236	5MFD & 10/10 HVAC CAPACITOR INSTALL-FIRE STATION 6	
		02/14/2024	JM1272	HVAC PREV. MAINTENANCE & REPAIR-BERC	
		02/14/2024	JM1275	HVAC PREV MAINTENANCE & REPAIRS-FIRE STATION 6	
		02/14/2024	RV1765	HVAC PREV. MAINTENANCE- FIRE STATION 58	
		02/14/2024	RV1766	HVAC PREV. MAINTENANCE-FIRE STATION 91	
		02/14/2024	RV1767	HVAC PREV. MAINTENANCE-FIRE STATION 65	
	40008	02/28/2024	JM1277	HVAC PREV MAINTENANCE-FIRE STATION 99	\$4,742.19
		02/28/2024	RV1772	HVAC PREV MAINTENANCE-IRIS PLAZA LIBRARY	
Remit to: RIVERSIDE, CA					FYTD: \$24,933.90

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HDL COREN & CONE	247037	02/07/2024	SIN035371	CONTRACT SVCS-PROPERTY TAX SOFTWARE MAINT (JAN-MAR 2024)-FINANCE	\$6,760.00
Remit to: BREA, CA					FYTD: \$21,112.22
HEALD, DENA	39781	02/07/2024	1/29 - 2/2/24	TRAVEL PER DIEM & MILEAGE - 2024 CSMFO ANNUAL CONFERENCE	\$312.35
Remit to: MORENO VALLEY, CA					FYTD: \$312.35
HENDRICKS, NICOLE	39927	02/21/2024	2/27 - 3/1/24	TRAVEL PER DIEM - 2024 CPRS CONNECTIONS CONF	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$483.00
HERNANDEZ, MAURICIO	39782	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
HERNANDEZ, MONICA	39783	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
HLP, INC.	40009	02/28/2024	189679	WEB LICENSE MONTHLY SVC FEE-ANIMAL SVCS	\$21,499.00
		02/28/2024	190216	WEBCHAMELEON SOFTWARE ANNUAL SUPPORT & MAINT-TECH SVCS	
Remit to: LITTLETON, CO					FYTD: \$32,209.10
HR GREEN PACIFIC INC.	40010	02/28/2024	168615	ON-CALL TRAFFIC ENGINEERING SERVICES OCTOBER 2023	\$20,561.50
		02/28/2024	170655	ON-CALL TRAFFIC ENGINEERING SERVICES DECEMBER 2023	
		02/28/2024	171714	ON-CALL TRAFFIC ENGINEERING SERVICES JANUARY 2024	
Remit to: DES MOINES, IA					FYTD: \$119,459.75
HUIZAR, ROSEMARY	39784	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00

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HUNTER CONSULTING INC. DBA HCI ENVIRONMENTAL & ENG	39861	02/14/2024	37938	CLARIFIER CLEAN OUT - CITY YARD	\$7,300.72
		02/14/2024	37939	CLARIFIER CLEAN OUT - PUBLIC SAFETY BLDG.	
	40011	02/28/2024	38032	HAZARDOUS WASTE OIL REMOVAL FOR FLEET-CITY YARD	\$1,371.92
Remit to: CORONA, CA					FYTD: \$32,448.02
HUNTINGTON BEACH HONDA	247123	02/21/2024	115510	INSTALL ACCESS TO 2022 HONDA-POLICE	\$1,618.10
Remit to: HUNTINGTON BEACH, CA					FYTD: \$4,128.01
ICF INCORPORATED, LLC DBA ICF CONSULTING, INC.	39928	02/21/2024	2024-003000	810 0021 ELECTRIC VEHICLE CHARGING INFRASTRUCTURE MASTER	\$17,686.35
		02/21/2024	2024-042564	810 0021 ELECTRIC VEHICLE CHARGING INFRASTRUCTURE MASTER PLAN	
Remit to: RESTON, VA					FYTD: \$159,614.30
IMMI TAX SERVICES, LLC	40012	02/28/2024	2567	BACKGROUND CHECKS - HUMAN RESOURCES	\$224.00
Remit to: MORENO VALLEY, CA					FYTD: \$224.00

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INTERWEST CONSULTING GROUP, INC.	39785	02/07/2024	183844-1	SENIOR ENGINEER CONSULTING SERVICES (LDD)-NOVEMBER 2023	\$1,110.00
	39930	02/21/2024	185855	PLAN CHECK SVCS-PEN23-0085/DEAN HOMES-DECEMBER 2023	\$9,330.00
		02/21/2024	187088	PLAN CHECK SVCS-TR38236/DR HORTON-DECEMBER 2023	
		02/21/2024	187126	SENIOR ENGINEER CONSULTING SERVICES (LDD)-DECEMBER 2023	
		02/21/2024	190332	PLAN CHECK SVCS-PEN22-0261/EXPRESS CARWASH MV-DECEMBER 2023	
		02/21/2024	190737	PLAN CHECK SVCS-PEN21-0329/330/STUDIO 6 HOTEL-DECEMBER 2023	
		02/21/2024	194562	PLAN CHECK SVCS-PEN23-0018/TRU BY HILTON-DECEMBER 2023	
		02/21/2024	194640	PLAN CHECK SVCS-PEN22-0088/CHASE MV BUS CTR-DECEMBER 2023	
	40013	02/21/2024	195629	PLAN CHECK SVCS-PEN23-0098/RANCHO BELAGO ESTATES-DECEMBER 2023	
		02/28/2024	185696	PLAN CHECK SVCS-PEN22-0130/1/SUNSET CROSSING-DECEMBER 2023	\$6,000.00
		02/28/2024	187080	PLAN CHECK SVCS-PEN22-0130/1/SUNSET CROSSING-DECEMBER 2023	
		02/28/2024	187143	PLAN CHECK SVCS-PM38082/LDC ALESSANDRO BUS PARK-DECEMBER 2023	
			02/28/2024	187277	PLAN CHECK SVCS-TR38237/DR HORTON-DECEMBER 2023
		02/28/2024	191054	PLAN CHECK SVCS-PEN22-0130/1/SUNSET CROSSINGS-DECEMBER 2023	
Remit to: LOVELAND, CO					FYTD: \$154,255.00
ITRON, INC.	40014	02/28/2024	656382	EQUIPMENT FOR AMI METERS-MVU	\$2,557.73
		02/28/2024	659791	EQUIPMENT FOR AMI METERS-MVU	
Remit to: LIBERTY LAKE, WA					FYTD: \$2,557.73

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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
JAMES, XIOMARA ANGELA	39786	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
JENKS, JACOB	39787	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
JERPBAC COMMERCIAL RENTAL C/O JIM JERPBAC	247072	02/07/2024	BL#30070-YR2024	REFUND OF OVERPAYMENT FOR BL#30070	\$78.69
Remit to: SURPRISE, AZ					FYTD: \$78.69
JIMENEZ, LAUNA L.	247092	02/14/2024	REIMB. 2/2/24	TRAVEL REIMBURSEMENT - 2/2/24 - HOTEL PARKING	\$117.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,338.62
JIMENEZ, VICTORIA	39788	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
JOEL WILGING TRUST	247073	02/07/2024	BL#37512-YR2024	REFUND OF OVERPAYMENT FOR BL#37512	\$64.29
Remit to: MORENO VALLEY, CA					FYTD: \$64.29
JOHNSON, TRACY	39932	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$410.40
Remit to: MORENO VALLEY, CA					FYTD: \$3,957.00
JOHNSON CONTROLS FIRE PROTECTION, LP	247074	02/07/2024	BL#09835-YR2024	REFUND OF OVERPAYMENT FOR BL#09835	\$74.51
Remit to: BOCA RATON, FL					FYTD: \$74.51
JOHNSON, SHARON	39789	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
JOHNSON, TOMMIE	39931	02/21/2024	2/27 - 3/1/24	TRAVEL PER DIEM & MILEAGE - 2024 CPRS CONNECTIONS CONF	\$306.09
Remit to: MORENO VALLEY, CA					FYTD: \$306.09
JTB SUPPLY CO., INC.	40015	02/28/2024	113005	TRAFFIC SIGNAL MAINT SUPPLIES	\$3,752.73
Remit to: ORANGE, CA					FYTD: \$35,876.64
JUNIOR LEAGUE OF RIVERSIDE	39790	02/07/2024	04 - DEC 2023	DIAPER BANK OF THE INLAND EMPIRE-CDBG	\$1,074.89
Remit to: RIVERSIDE, CA					FYTD: \$7,475.73
KAMUNYU, NAOMI	40016	02/28/2024	2/6 - 2/9/24	TRAVEL PER DIEM & PARKING-2024 LCW EMPLOYMENT LAW CONFERENCE	\$293.50
Remit to: MORENO VALLEY, CA					FYTD: \$1,492.96
KONICA MINOLTA BUSINESS SOLUTIONS, USA	40018	02/28/2024	43889134	COPIER LEASE-CITY WIDE-DECEMBER 2023	\$23,065.54
		02/28/2024	44086419	COPIER LEASE-CITY WIDE-JANUARY 2024	
		02/28/2024	44086420	COPIERS C650I/C550I/BIZ360I-CITY WIDE	
Remit to: PASADENA, CA					FYTD: \$104,315.52
KUSTOM SIGNALS, INC.	247038	02/07/2024	609152	RADAR/LASER MAINT & REPAIR-POLICE DEPT	\$536.70
	247124	02/21/2024	609365	RADAR/LASER MAINT & REPAIR-POLICE DEPT	\$532.23
Remit to: CHARLOTTE, NC					FYTD: \$1,896.61
LATIN, ALESIA	39791	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
LAYMAN, ROSALEA OROZCO	40019	02/28/2024	2/26 - 3/1/24	TRAVEL PER DIEM & MILEAGE - 2024 ANNUAL GRANTS TRAINING	\$367.43
Remit to: MORENO VALLEY, CA					FYTD: \$367.43

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV	247125	02/21/2024	2829	2024 MEMBERSHIP DUES FOR RIVERSIDE COUNTY DIVISION	\$100.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$41,370.00
LEIGHTON CONSULTING, INC.	39792	02/07/2024	60332	801 0021 SR60/MORENO BEACH	\$13,230.11
Remit to: IRVINE, CA					<u>FYTD:</u> \$57,726.38
LIBRARY SYSTEMS & SERVICES, LLC	40020	02/28/2024	INV000649	LIBRARY GRANT-LITERACY-JANUARY 2024	\$2,356.25
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$1,913,526.58
LIFE EMPOWERMENT TEMPLE INC.	247182	02/28/2024	2003865.047	DEPOSIT REFUND- MARCH FIELD PARK CC	\$230.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$518.63
LINKUS ENTERPRISES LLC	247111	02/14/2024	BON23-1852.R001	REFUND PLAN CHECK FEE-REVISION WITHDRAWN-15337 AVENIDA ANILLO	\$308.00
Remit to: ANDERSON, CA					<u>FYTD:</u> \$308.00
LOPEZ, ALMA	39794	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LYONS SECURITY SERVICE, INC.	39795	02/07/2024	36649	SECURITY GUARD SVCS- CITY YARD/MLK DAY	\$20,218.16
		02/07/2024	36653	SECURITY GUARD SVCS-CONF & REC CTR-JANUARY 2024	
	39933	02/21/2024	36650	SECURITY GUARD SVCS-COMMUNITY PARK-JANUARY 2024	\$4,125.15
		02/21/2024	36651	SECURITY GUARD SVCS-COTTONWOOD SPCL EVENT-JANUARY 2024	
		02/21/2024	36652	SECURITY GUARD SVCS-CONF & REC CTR EVENTS-JANUARY 2024	
		02/21/2024	36657	SECURITY GUARD SVCS-SENIOR CENTER-JANUARY 2024	
		02/21/2024	36658	SECURITY GUARD SVCS-TOWNGATE-JANUARY 2024	
Remit to: ANAHEIM, CA					FYTD: \$320,884.55
M. BREY ELECTRIC, INC.	39796	02/07/2024	9039	ANIMAL SHELTER EXPANSION PROGRESS PAYMENT #5_803 0059	\$21,426.49
		02/07/2024	9040	TROUBLESHOOT & REPAIR LIGHTS OUT - MARCH FIELD PARK	
	39862	02/14/2024	9014	NEW SAFETY EDGE INSTALL FOR 2 REAR DOORS - FIRE STATION 2	\$4,054.47
Remit to: BEAUMONT, CA					FYTD: \$1,608,011.03
MALCOLM SMITH MOTORCYCLES, INC.	39863	02/14/2024	5176749	MAINT./REPAIRS-PD TRAFFIC MOTORCYCLE	\$508.90
		02/14/2024	5176759	MAINT./REPAIRS-PD TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					FYTD: \$3,054.32
MARCH JOINT POWERS AUTHORITY	247126	02/21/2024	60894	GAS CHARGES-M.A.R.B. BUILDING 823-NOV. 2023	\$65.89
		02/21/2024	60897	GAS CHARGES-M.A.R.B. BUILDING 938-NOV. 2023	
Remit to: RIVERSIDE, CA					FYTD: \$587.77
MARIPOSA LANDSCAPES, INC.	39934	02/21/2024	105931	SD LANDSCAPE ADDITIONAL WORK (NORTH) - DECEMBER ZONE 08	\$415.90
	40021	02/28/2024	106155	DETENTION BASIN MAINTENANCE SERVICES-JAN. 2024	\$3,730.00
Remit to: IRWINDALE, CA					FYTD: \$253,924.70

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARQUEZ, DAVID	39864	02/14/2024	1/23 - 1/26/24	REIMBURSE AIRPORT PARKING & MEALS - LCC MAYOR & COUNCIL ACADEMY	\$270.30
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$520.37
MARTINEZ, DAVID	39797	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
MARTINEZ, MICHAEL	39798	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
MARY CARLSON DBA TUCKER'S TAX SERVICE	39935	02/21/2024	4469	FORM 1098 FILINGS FOR CALENDAR YEAR 2023	\$85.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$85.00
MATIAS, MARIA	39799	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
MENDOZA, MICHELLE REYES	39801	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
MENGISTU, YESHIALEM	39937	02/21/2024	JAN. 2024	MILEAGE REIMBURSEMENT - JANUARY 2024	\$194.30
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,147.99

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MERCHANTS BUILDING MAINTENANCE, LLC.	39802	02/07/2024	767165	CARPET CLEANING ON 10/11/23 DUE TO SPILL - CITY HALL 2ND FLOOR	\$16,327.25
		02/07/2024	783045	COVID-19 DISINFECTANT CLEANING SERVICES - JAN. 2024	
	39865	02/14/2024	778144	EXTRA STRIP & REFINISHING OF BOOKROOM FLOOR AT MAIN LIBRARY	\$245.00
	39938	02/21/2024	782053	SPECIAL EVENT CLEANING - HOLIDAY LIGHTING CEREMONY 12/2/23	\$5,170.40
		02/21/2024	784047	JAN 2024 SPECIAL CLEANING FOR EVENT RENTAL-COTTONWOOD GOLF CTR.	
		02/21/2024	784062	JAN 2024 SPECIAL CLEANING FOR EVENT RENTALS-TOWNGATE COMM. CTR.	
		02/21/2024	784098	JAN 2024 SPECIAL CLEANINGS FOR EVENT RENTALS-CONF. & REC. CENTER	
		02/21/2024	784099	JAN 2024 SPECIAL CLEANINGS FOR EVENT RENTALS-SENIOR CENTER	
	40022	02/28/2024	770814	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-OCT. 2023	\$10,181.33
		02/28/2024	784830	ANIMAL SHELTER AIR VENTS QUARTERLY CLEANING-COMPLETED 1/25/24	
		02/28/2024	784862	SPECIAL CLEANING IN MEN'S RESTROOM - CITY YARD SANTIAGO OFFICE	
		02/28/2024	786133	SPECIAL CLEANING OF RESTROOM 2/12/24-CITY YARD SANTIAGO OFFICE	
		02/28/2024	786134	EMERGENCY CLEANING IN FRONT ENTRY 2/12/24 - TOWNGATE COMM. CTR.	
	02/28/2024	786232	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-JAN. 2024		

Remit to: MONTEREY PARK, CA

FYTD: \$568,825.65

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MERCHANTS LANDSCAPE SERVICES INC	39939	02/21/2024	62652	LANDSCAPE EXTRA WORK-JAN. 2024/LASELLE SPORTS PARK	\$20,969.56
Remit to: MONTEREY PARK, CA					FYTD: \$377,359.12
MICHAEL BAKER INTERNATIONAL, INC	39940	02/21/2024	1202263	801 0052 SR60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE	\$23,602.50
	40023	02/28/2024	1204260	801 0058 PUMP TRACK & SITE IMPROVEMENT PROJECT SERVICES	\$19,351.20
Remit to: LOS ANGELES, CA					FYTD: \$205,012.09
MIDWEST VETERINARY SUPPLY	39867	02/14/2024	21378517-000	ANIMAL MEDICAL SUPPLIES/VACCINES	\$1,095.83
		02/14/2024	21383224-000	ANIMAL MEDICAL SUPPLIES	
		02/14/2024	21383224-050	ANIMAL MEDICAL SUPPLIES	
		02/14/2024	21383224-150	ANIMAL MEDICAL SUPPLIES	
Remit to: LAKEVILLE, MN					FYTD: \$26,493.82
MISSION LINEN SUPPLY, INC.	39804	02/07/2024	520924421	LINEN RENTAL SERVICES	\$184.38
	39868	02/14/2024	520625523	LINEN RENTAL SERVICES	\$261.03
		02/14/2024	520800001	LINEN RENTAL SERVICES	
		02/14/2024	520969981	LINEN RENTAL SERVICES	
	39941	02/21/2024	521012686	LINEN RENTAL SERVICES	\$81.13
	40024	02/28/2024	521055564	LINEN RENTAL SERVICES	\$81.13
Remit to: SANTA BARBARA, CA					FYTD: \$4,538.47
MONTO, DANIEL	247127	02/21/2024	2/27 - 2/29/24	TRAVEL PER DIEM - 2024 CPRS CONNECTIONS CONF	\$172.50
Remit to: MORENO VALLEY, CA					FYTD: \$519.69
MORENO VALLEY CHIROPRACTIC	247075	02/07/2024	BL#36720-YR2024	REFUND OF OVERPAYMENT FOR BL#36720	\$188.76
Remit to: MORENO VALLEY, CA					FYTD: \$188.76

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MORENO VALLEY COMMUNITY VET CARE	39942	02/21/2024	JAN. 2024	VETERINARY SERVICES-MV ANIMAL SHELTER/JANUARY 2024	\$20,170.82
Remit to: MORENO VALLEY, CA					FYTD: \$185,039.62
MORENO VALLEY DIAMOND GIRLS SOFTBALL ASSOCIATION	247039	02/07/2024	JAN. 29, 2024	COUNCIL MBR. DELGADO SPONSORSHIP - TEAM: BLACK WIDOWS (10U)	\$500.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,250.00
MORENO VALLEY FRIENDS OF THE LIBRARY	40025	02/28/2024	JANUARY 2024	PASS THROUGH FUNDS 1/1-1/31/24	\$1,030.19
Remit to: MORENO VALLEY, CA					FYTD: \$8,447.34
MORENO VALLEY HEATING AND A/C C/O DANIEL GONZALES	247076	02/07/2024	BL#04522-YR2024	MISCELLANEOUS SERVICES	\$174.88
Remit to: MORENO VALLEY, CA					FYTD: \$174.88
MORENO VALLEY UNIFIED SCHOOL DISTRICT	247093	02/14/2024	FEB. 8, 2024	MAYOR CABRERA CONTRIBUTION TO ESPORTS "END OF YEAR" TOURNAMENT	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
MOTOPOST USA	247128	02/21/2024	1618	UNIFORM ITEMS FOR PD TRAFFIC OFFICER	\$762.45
Remit to: ESCONDIDO, CA					FYTD: \$2,878.44
MUNISERVICES, LLC DBA AVENU MUNISERVICES, LLC	40026	02/28/2024	INV06-017665	ACFR - NOVEMBER 2023	\$2,000.00
Remit to: CENTREVILLE, VA					FYTD: \$2,000.00
MUSICSTAR	247129	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - COMPUTER CODING INTRO CLASS	\$48.00
Remit to: RIVERSIDE, CA					FYTD: \$48.00

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NAFCO-INC. DBA PARKING ID	40027	02/28/2024	45960	ZIP BAG CITATION HOLDERS FOR CODE/PARKING	\$1,997.50
Remit to: DIAMOND BAR, CA					FYTD: \$3,498.99
NALVARTE, ANASTASIA	247040	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
NALVARTE, ELVIS	247086	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,000.00
NAMEKATA, JAMES	39943	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$410.40
Remit to: RIVERSIDE, CA					FYTD: \$3,957.00
NEXTECH SYSTEMS INC.	247170	02/28/2024	INV2315	POLARA PUSHBUTTON REPLACEMENTS	\$791.76
Remit to: IRVINE, CA					FYTD: \$34,448.40
NGUYEN, CLEMENT BA DUONG	39944	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - VOVINAM MARTIAL ARTS CLASSES	\$470.40
Remit to: BEAUMONT, CA					FYTD: \$3,939.60
NIEHAUS, DAWN	247149	02/21/2024	R24-180011	ANIMAL SERVICES REFUND S/N DEPOSIT	\$75.00
Remit to: LADERA RANCH, CA					FYTD: \$75.00
NIELSEN MERKSAMER PARRINELLO GROSS & LEONI, LLP	39869	02/14/2024	269174	LEGAL SERVICES - 2371.010/JAN. 2024	\$2,913.33
Remit to: SACRAMENTO, CA					FYTD: \$29,145.54

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NPG INC, DBA GOLDSTAR ASPHALT PRODUCTS	39870	02/14/2024	26135	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	\$580.78
		02/14/2024	26136	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	
	40028	02/28/2024	26357	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	\$237.05
Remit to: PERRIS, CA					FYTD: \$3,852.09
NPL CONSTRUCTION CO	247077	02/07/2024	BL#10010-YR2024	REFUND OF OVERPAYMENT FOR BL#10010	\$62.50
Remit to: PHOENIX, AZ					FYTD: \$62.50
NUNEZ, MARESSA	39805	02/07/2024	1/29 - 2/2/24	TRAVEL PER DIEM & MILEAGE - 2024 CSMFO ANNUAL CONFERENCE	\$373.05
	39871	02/14/2024	REIMB. 2/2/24	TRAVEL REIMBURSEMENT - 2/2/24 - HOTEL PARKING	\$117.00
Remit to: MORENO VALLEY, CA					FYTD: \$490.05
ONLINE-MSDS.COM BY KHA	40029	02/28/2024	20232096	ANNUAL SDS SERVICE-12/01/23 - 11/30/24-HR	\$3,000.00
Remit to: MERRILLVILLE, IN					FYTD: \$3,000.00
ONTIVEROS, STEPHANIE	39806	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
OPERATION SAFEHOUSE, INC.	39807	02/07/2024	6 - (DEC. 2023)	CDBG SUBRECIPIENT PAYMENT-EMERGENCY SHELTER FOR YOUTH PROGRAM	\$1,260.52
Remit to: RIVERSIDE, CA					FYTD: \$11,915.42
ORTIZ, CLAUDIA	39808	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
PACHECO, KAYSHA	39809	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00

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PACIFIC PRODUCTS AND SERVICES LLC	247171	02/28/2024	33298	SIGNPOST ANCHORS, SLEEVES, & DRIVE RIVETS	\$3,835.90
		02/28/2024	33299	3/8" STEEL JUMBO HEAD DRIVE RIVETS	
Remit to: ANAHEIM, CA					FYTD: \$38,961.33
PARSONS TRANSPORTATION GROUP, INC.	39872	02/14/2024	2401A292	801 0021 SR-60/MORENO BEACH IC PHASE 2	\$4,043.01
	39946	02/21/2024	2402A226	801 0021 SR-60/MORENO BEACH IC PHASE 2	\$2,188.60
Remit to: IRVINE, CA					FYTD: \$30,060.41
PAUL, GWEN	247078	02/07/2024	BL#31096-YR2024	REFUND OF OVERPAYMENT FOR BL#31096	\$98.00
Remit to: MORENO VALLEY, CA					FYTD: \$98.00
PEPE'S TOWING	39810	02/07/2024	109266	EVIDENCE TOWING FOR PD	\$567.00
		02/07/2024	84413	EVIDENCE TOWING FOR PD	
	39873	02/14/2024	112918	EVIDENCE TOWING FOR PD	\$2,080.50
		02/14/2024	113711	EVIDENCE TOWING FOR PD	
		02/14/2024	113834	EVIDENCE TOWING FOR PD	
	39947	02/21/2024	108535'	EVIDENCE TOWING FOR PD-LOCKOUT SERVICE	\$336.00
		02/21/2024	84423	EVIDENCE TOWING FOR PD	
	40030	02/28/2024	84426	EVIDENCE TOWING FOR PD	\$562.00
	02/28/2024	84428	EVIDENCE TOWING FOR PD		
Remit to: MORENO VALLEY, CA					FYTD: \$8,645.75
PERCEPTIVE ENTERPRISES, INC.	40031	02/28/2024	3922	PROFESSIONAL DBE/CPR CONSULTING SERVICES	\$7,338.00
Remit to: LOS ANGELES, CA					FYTD: \$70,178.00

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City of Moreno Valley
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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
PERMITROCKET SOFTWARE LLC DBA EPERMITHUB	40032	02/28/2024	2310	EPERMITHUB DIGITAL PLAN ROOM CUSTOMER SUCCESS-TECH SERV	\$210.00
Remit to: MIAMI, FL					FYTD: \$9,712.50
PETTY CASH - FINANCE	247105	02/14/2024	JUL 2023-JAN 202	PETTY CASH FUND REPLENISHMENT	\$2,715.27
Remit to: MORENO VALLEY, CA					FYTD: \$5,388.85
PINS & NEEDLES	247041	02/07/2024	14930	POLOS & HATS W/ EMBROIDERY FOR CODE/PARK RANGER STAFF	\$426.69
	247130	02/21/2024	14951	EMBROIDERED POLO SHIRTS FOR OFFICE OF EMERGENCY MGMT STAFF	\$85.12
Remit to: HEMET, CA					FYTD: \$4,148.93
PIP PRINTING RIVERSIDE	247042	02/07/2024	402315	INSERT/SEAL ENVELOPES - BUSINESS LICENSE	\$2,130.84
	247094	02/14/2024	403163	INSERT/SEAL ENVELOPES - BUSINESS LICENSE	\$493.49
	247172	02/28/2024	403338	SHEETS OF CHECK PAPER WITH SECURITY FEATURES - BUSINESS LICENSE	\$1,650.83
Remit to: RIVERSIDE, CA					FYTD: \$4,275.16
PMB 427 PULIDO CLEANING AND RESTORATION	247079	02/07/2024	BL#15633-YR2024	REFUND OF OVERPAYMENT FOR BL#15633	\$72.95
Remit to: TEMECULA, CA					FYTD: \$72.95
PRIETO, JOSEPH	39948	02/21/2024	2/27 - 2/29/24	TRAVEL PER DIEM & MILEAGE - 2024 CPRS CONNECTIONS CONF	\$236.15
Remit to: RIVERSIDE, CA					FYTD: \$693.21
PRO NAILS & HAIR C/O NUA THI TRAN	247080	02/07/2024	BL#29306-YR2024	REFUND OF OVERPAYMENT FOR BL#29306	\$124.76
Remit to: MORENO VALLEY, CA					FYTD: \$124.76

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
PROFESSIONAL COMMUNICATIONS NETWORK PCN	247043	02/07/2024	222600395	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$1,234.34
		02/07/2024	222700383	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	
		02/07/2024	222810392	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	
Remit to: RIVERSIDE, CA					FYTD: \$3,299.04
PROFESSIONAL DEVELOPMENT ACADEMY, LLC	39949	02/21/2024	118641	ICMA HIGH-PERFORMANCE LEADERSHIP TUITION-J. RIVERA/ P. RODRIGUEZ	\$3,790.00
	40033	02/28/2024	120697	ICMA HIGH-PERFORMANCE LEADERSHIP TRAINING-A. WANG	\$1,895.00
Remit to: CLACKAMAS, OR					FYTD: \$7,580.00
PROMONTORY POINTE HOMEOWNERS ASSOCIATION	247150	02/21/2024	2003855.047	OVERPAYMENT REFUND- CRC RENTAL	\$115.25
Remit to: CORONA, CA					FYTD: \$115.25
PTS COMMUNICATIONS INC	39874	02/14/2024	2116904	PAY PHONE SERVICES-FEB. 2024	\$133.00
	39875	02/14/2024	2118177	PAY PHONE SERVICES-MAR. 2024	\$133.00
Remit to: SAN RAMON, CA					FYTD: \$1,255.57
PVP COMMUNICATIONS, INC.	39812	02/07/2024	134166	MOTOR HELMET RADIO COMMUNICATION KITS (2) & INSTALLATION	\$1,491.40
Remit to: TORRANCE, CA					FYTD: \$4,584.12
QUADIENT LEASING USA, INC.	40034	02/28/2024	Q1172472	MAIL MACHINE LEASE FEES	\$1,193.55
Remit to: DALLAS, TX					FYTD: \$4,774.20

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
QUALITY CODE PUBLISHING	247044	02/07/2024	GC00123714	ANNUAL MAINTENANCE & UPDATE FEE-CITY CLERKS	\$1,495.00
	247095	02/14/2024	GC0012475	SUPPLEMENT SERVICE TO THE MV MUNICIPAL CODE	\$765.20
Remit to: DETROIT, MI					FYTD: \$7,862.30
QUINONEZ, MARLENE	39813	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
R DAVID RYNEARSON, DDS, MS	247081	02/07/2024	BL#05825-YR2024	REFUND OF OVERPAYMENT FOR BL#05825	\$81.20
Remit to: MORENO VALLEY, CA					FYTD: \$81.20
R N AUTO ELECTRIC	247082	02/07/2024	BL#37341-YR2024	REFUND OF OVERPAYMENT FOR BL#37341	\$60.00
Remit to: MORENO VALLEY, CA					FYTD: \$60.00
RABAGO, DARCY	247151	02/21/2024	R24-179556	ANIMAL SERVICES REFUND S/N AND RAB DEP	\$95.00
Remit to: FOUNTAIN VALLEY, CA					FYTD: \$95.00
RAMOS, GUADALUPE	39950	02/21/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
RAMOS, KARLA	39815	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
RAMOS, ROBERTO	39816	02/07/2024	DEC. 2023	INSTRUCTOR SERVICES-AMAZING MARTIAL ARTS & TAE KWON DO CLASSES	\$283.50
	39951	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES-AMAZING MARTIAL ARTS & TAE KWON DO CLASSES	\$396.90
Remit to: MORENO VALLEY, CA					FYTD: \$7,600.60

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
RD SYSTEMS, INC.	40035	02/28/2024	101629	HR PRINTER REPAIRS-CITY HALL	\$210.00
Remit to: TUSTIN, CA					<u>FYTD:</u> \$39,419.38
RE ASTORIA 2 LLC	39952	02/21/2024	2024_2_RE AST 2	RENEWABLE ENERGY-MV UTILITY-JANUARY 2024	\$16,180.69
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$226,360.82

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
READY REFRESH BY NESTLE	39817	02/07/2024	04A0035449180	BOTTLED WATER & DELIVERY FEE-ARMADA ELEMENTARY/CHILD CARE	\$69.19
		02/07/2024	04A6706999083	BOTTLED WATER & DELIVERY FEE-SUNNYMEAD ELEMENTARY/CHILDCARE	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
READY REFRESH BY NESTLE	39877	02/14/2024	04A6703657388	WATER DISPENSER UNIT RENTAL-FIRE STATION 58	\$935.10
		02/14/2024	04A6703657389	WATER DISPENSER UNIT RENTAL-FIRE STATION 99	
		02/14/2024	04A6703657393	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	
		02/14/2024	04A6703657396	WATER DISPENSER UNIT RENTAL-ANIMAL SHELTER	
		02/14/2024	04A6703657399	WATER DISPENSER UNIT RENTAL-FIRE STATION 6	
		02/14/2024	04A6703657401	WATER DISPENSER UNIT RENTAL-SENIOR CENTER	
		02/14/2024	04A6703657403	WATER DISPENSER UNIT RENTAL-FIRE STATION 48	
		02/14/2024	04A6703657407	WATER DISPENSER UNIT RENTAL-CRC	
		02/14/2024	04A6703657409	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		02/14/2024	04A6703657410	WATER DISPENSER UNIT RENTAL-ANNEX 1	
		02/14/2024	04A6703657413	WATER DISPENSER UNITS (3) RENTAL-BERC	
		02/14/2024	04A6703658235	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		02/14/2024	04A6703658237	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		02/14/2024	04A6703658271	WATER DISPENSER UNIT RENTAL-CITY YARD SANTIAGO OFFICE	
		02/14/2024	04A6703658273	WATER DISPENSER UNIT RENTAL-FIRE STATION 91	
		02/14/2024	04A6703658274	WATER DISPENSER UNIT RENTAL-MAIN LIBRARY	
		02/14/2024	04A6703660049	WATER DISPENSER UNIT RENTAL-CITY HALL PW AREA	
		02/14/2024	04A6703660050	WATER DISPENSER UNIT RENTAL-CITY HALL DEV SVCS AREA	
		02/14/2024	04A6703660052	WATER DISPENSER UNIT RENTAL-CITY HALL LOBBY	
		02/14/2024	04A6703660053	WATER DISPENSER UNIT RENTAL-CITY HALL CITY CLERK AREA	
		02/14/2024	04A6703660054	WATER DISPENSER UNIT RENTAL-CITY HALL COUNCIL CHAMBER	
		02/14/2024	04A6703660056	WATER DISPENSER UNIT RENTAL-CITY HALL BREAKROOM	
		02/14/2024	04A6703660057	WATER DISPENSER UNIT RENTAL-CITY YARD	
		02/14/2024	04A6703660060	WATER DISPENSER UNIT RENTAL-RAINBOW RIDGE	
		02/14/2024	04A6703686057	WATER DISPENSER UNIT RENTAL-EOC	
		02/14/2024	04A6703686058	WATER DISPENSER UNIT RENTAL-VAL VERDE (RED MAPLE) SITE	
		02/14/2024	04A6705245066	WATER DISPENSER UNIT RENTAL-PUBLIC SAFETY BUILDING	
		02/14/2024	04A6706250063	WATER DISPENSER UNIT RENTAL-FIRE STATION 65	
		02/14/2024	04A6706250064	WATER DISPENSER UNIT RENTAL-FIRE STATION 2	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
READY REFRESH BY NESTLE	40036	02/28/2024	04B0035449180	BOTTLED WATER & DELIVERY FEE-ARMADA ELEMENTARY/CHILDCARE	\$93.44
		02/28/2024	04B0035449305	BOTTLED WATER & DELIVERY FEE-CREEKSIDE ELEMENTARY/CHILDCARE	
		02/28/2024	04B6706999083	BOTTLED WATER & DELIVERY FEE-SUNNYMEAD ELEMENTARY/CHILDCARE	
Remit to: LOUISVILLE, KY					FYTD: \$9,836.85
REGALADO, BLANCA E	39953	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$597.60
Remit to: LAKE ELSINORE, CA					FYTD: \$5,625.60
RIVERSIDE AREA RAPE CRISIS CENTER	40037	02/28/2024	7 - (JAN. 2024)	CDBG SUBRECIPIENT PAYMENT-BUILDING SAFE COMMUNITIES PROGRAM	\$658.21
Remit to: RIVERSIDE, CA					FYTD: \$11,387.23
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	247097	02/14/2024	HS0000007878	FRA RABIES TESTING @ PUBLIC HEALTH LAB - NOV. 2023	\$550.00
		02/14/2024	HS0000007887	FRA RABIES TESTING @ PUBLIC HEALTH LAB - OCT. 2023	
		02/14/2024	HS0000007896	FRA RABIES TESTING @ PUBLIC HEALTH LAB - SEP. 2023	
Remit to: RIVERSIDE, CA					FYTD: \$1,050.00
RIVERSIDE COUNTY OFFICE OF EDUCATION	247173	02/28/2024	2022 / 1842B	TRANSLATION SERVICES-CITY COUNCIL MEETINGS 4/5/22 & 4/19/22	\$1,265.00
		02/28/2024	2024 / 1054	TRANSLATION SERVICES-CITY COUNCIL MTGS/STUDY SESS. 11/7-11/21/23	
		02/28/2024	2024 / 578	TRANSLATION SERVICES-CITY COUNCIL MTGS/STUDY SESSION 9/5-9/19/23	
Remit to: RIVERSIDE, CA					FYTD: \$3,535.33

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RIVERSIDE COUNTY SHERIFF-PSEC UNIT	247131	02/21/2024	PE0000001545	PSEC RADIO SUBSCRIPTIONS-OEM 1/1-1/31/24	\$54.74
	247174	02/28/2024	PE0000001543	PSEC RADIO SUBSCRIPTIONS-CODE 1/1-1/31/24	\$1,231.44
		02/28/2024	PE0000001544	PSEC RADIO SUBSCRIPTIONS-PARK RANGERS 1/1-1/31/24	
Remit to: RIVERSIDE, CA					FYTD: \$9,993.76
RIVERSIDE MEDICAL CLINIC	39878	02/14/2024	700000183-12/15	OCCUPATIONAL MEDICINE SERVICES & DRUG SCREENINGS	\$3,550.00
Remit to: RIVERSIDE, CA					FYTD: \$26,998.00
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	39879	02/14/2024	RSO-MV 2024-01	HC SAFE CLINIC EXAMS - JANUARY 2024	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$42,800.00
RMA GROUP, INC	247132	02/21/2024	89744	801 0086_JUAN BAUTISTA TRAIL ATP4	\$7,133.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$37,234.00
ROADPOST USA INC DBA BLUECOSMO	40038	02/28/2024	BU01642406	SATELLITE PHONE SERVICE PLAN-FIRE	\$1,339.00
Remit to: SEATTLE, WA					FYTD: \$9,373.00
RODRIGUEZ, ANDREA	39954	02/21/2024	2/27 - 3/1/24	TRAVEL PER DIEM & MILEAGE - 2024 CPRS CONNECTIONS CONF	\$280.22
Remit to: MORENO VALLEY, CA					FYTD: \$280.22
ROMERO GENERAL CONSTRUCTION CORP.	247083	02/07/2024	BL#33014-YR2024	REFUND OF OVERPAYMENT FOR BL#33014	\$322.26
Remit to: ESCONDIDO, CA					FYTD: \$322.26
ROMERO, ANDREW	39818	02/07/2024	FEBRUARY 2024	MOVAEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00

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ROMERO, FATIMA	39955	02/21/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
ROSAS, AILEEN	247183	02/28/2024	R24-179777	ANIMAL SERVICES REFUND S/N AND RAB DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
RS CONSTRUCTION SERVICES	40039	02/28/2024	2023-284	ROOF REPAIR-TOWNGATE COMM CENTER	\$8,800.00
Remit to: ONTARIO, CA					FYTD: \$28,070.00
RSG, INC	39956	02/21/2024	I011406	FY 23-24 SB 341 COMPLIANCE REPORTING SERVICES - JAN. 2024	\$267.50
Remit to: VISTA, CA					FYTD: \$12,025.00
RUIZ, JASSON	39819	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
RUNNING GECKO COMMUNICATIONS, LLC.	39880	02/14/2024	2024-7-1-4	COMMUNICATION SERVICES 1/29-2/4/24	\$3,120.00
	39957	02/21/2024	2024-7-1-3	COMMUNICATION SERVICES 1/22-1/28/24	\$5,720.00
		02/21/2024	2024-7-1-5	COMMUNICATION SERVICES 2/05-2/11/24	
	40040	02/28/2024	2024-7-1-06	COMMUNICATION SERVICES 2/12-2/18/24	\$2,925.00
Remit to: TUSTIN, CA					FYTD: \$37,245.00
SAFEWAY SIGN CO.	39958	02/21/2024	56049	SIGN FOR ECON. DEVELOPMENT NEW BUSINESS WELCOME PROGRAM	\$217.73
Remit to: ADELANTO, CA					FYTD: \$31,957.77
SANDOVAL, ALEJANDRA	39820	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00

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SANTIAGO, RUTH JACQUELINE	39821	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
SC COMMERCIAL LLC DBA SC FUELS	39822	02/07/2024	2570986-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$5,370.51
	39881	02/07/2024	2571976-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/14/2024	2573041-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$21,910.22
		02/14/2024	2574008-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/14/2024	2574570-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/14/2024	2575688-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/14/2024	2577448-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/14/2024	2578286-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/14/2024	2579170-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	40041	02/28/2024	2579759-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$12,826.75
		02/28/2024	2580800-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/28/2024	2582819-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/28/2024	2584476-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		02/28/2024	2586338-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					FYTD: \$442,853.05
SCI FRANCHISE HOLDINGS INC DBA CRIME SCENE STERICL	247133	02/21/2024	215	BIOHAZARD REMOVAL SERVICE	\$250.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$5,800.00
SECURITY SIGNAL DEVICES, INC. DBA SSD ALARM	39959	02/21/2024	R-00505199	ALARM SYSTEM SERVICES FOR MOVAL & KITCHING SUBSTATIONS-MAR. 2024	\$571.05
Remit to: ANAHEIM, CA					FYTD: \$4,805.97

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SIGNS BY TOMORROW	40042	02/28/2024	31833	PUBLIC HEARING SIGN (1) UPDATE & INSTALLATION SERVICES	\$1,665.57	
		02/28/2024	31895	PUBLIC HEARING SIGNS (2) UPDATE & INSTALLATION SERVICES		
		02/28/2024	31896	PUBLIC HEARING SIGNS (2) UPDATE & INSTALLATION SERVICES		
Remit to: MURRIETA, CA					FYTD: \$9,378.61	
SILENCE ALOUD, INC.	247134	02/21/2024	2019 EGC-ADDTL.	ADDITIONAL DONATION FROM 2019 EMPLOYEE GIVING CAMPAIGN	\$1,100.00	
Remit to: MORENO VALLEY, CA					FYTD: \$1,100.00	
SIMMONS, DESTINY	39823	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00	
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00	
SKY PUBLISHING	40043	02/28/2024	24-2_116	FULL PAGE MAGAZINE AD-FLOOD PLAIN MGMT PUBLIC SVC MSG/2024 ISS 2	\$1,600.00	
Remit to: MORENO VALLEY, CA					FYTD: \$7,800.00	
SMITH, RITA	39825	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00	
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00	
SOLINSKY, IRISH	247084	02/07/2024	R23-178853	ANIMAL SERVICES REFUND RAB DEP	\$20.00	
Remit to: FALLBROOK, CA					FYTD: \$20.00	
SOUTHERN CALIFORNIA EDISON	247045	02/07/2024	JAN-24 2/7/24	ELECTRICITY CHARGES	\$12,459.76	
		247175	02/28/2024	FEB-24 2/28/24	ELECTRICITY CHARGES	\$1,992.99
		02/28/2024	JAN-24 2/28/24	ELECTRICITY CHARGES		
Remit to: ROSEMEAD, CA					FYTD: \$1,747,637.85	
SOUTHERN CALIFORNIA GAS CO.	247099	02/14/2024	06932310219-JAN	GAS CHARGES - ACCT# 069 323 1021 9/UFO-JAN. 2024	\$66.66	
Remit to: MONTEREY PARK, CA					FYTD: \$36,269.58	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SOUTHERN CALIFORNIA TROPHY CO	39883	02/14/2024	010161-24	BLACK GRANITE PLAQUES ETCHED W/ CITY LOGO/TEXT-MOUNTING HARDWARE	\$10,523.78
Remit to: GLENDALE, CA					FYTD: \$10,523.78
SOUTHERN PET SUPPLIES	39826	02/07/2024	10006	PET SUPPLIES-ASSORTED COLLARS AND LEADS	\$744.35
Remit to: SAN DIEGO, CA					FYTD: \$1,150.65
SPARKLETTS	40044	02/28/2024	6435574 021624	BOTTLED WATER SERVICE FOR CITY YARD	\$265.07
Remit to: DALLAS, TX					FYTD: \$2,520.36
STANDARD INSURANCE CO	247047	02/07/2024	240201	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,810.41
Remit to: PORTLAND, OR					FYTD: \$14,364.08
STATE BOARD OF EQUALIZATION 1	40062	02/23/2024	013124	SALES & USE TAX REPORT FOR 1/1-1/31/24	\$631.00
Remit to: SACRAMENTO, CA					FYTD: \$38,619.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	247048	02/07/2024	710540	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-DEC. 2023	\$840.00
		02/07/2024	710584	BLOOD ALCOHOL ANALYSIS SVCS FOR PD-OCT. 2023 BILL CORRECTIONS	
	247136	02/21/2024	717029	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-JAN. 2024	\$455.00
		02/21/2024	717083	BLOOD ALCOHOL ANALYSIS SVCS FOR PD-NOV. 2023 BILL CORRECTIONS	
	247137	02/21/2024	711925	LIVE SCAN FINGERPRINTING APPS FOR PD-JAN. 2024	\$658.00
Remit to: SACRAMENTO, CA					FYTD: \$21,659.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STEVEN PERRY PROFESSIONAL PHOTOGRAPHY	39828	02/07/2024	240126.1	PHOTOGRAPHY SERVICES 1/25/24 - PAVED STREETS PHOTOS	\$313.75
	39884	02/07/2024	240126.2	PHOTOGRAPHY SERVICES 1/25/24 - TEXAS ROADHOUSE EXTERIOR	\$693.75
		02/14/2024	240202.1	PHOTOGRAPHY SERVICES 1/30/24 - MORENO BEACH BRIDGE PRE-SHOOT	
		02/14/2024	240202.2	PHOTOGRAPHY SERVICES 2/01/24 - SANDBAG FILLING STATION	
	40045	02/14/2024	240207.1	PHOTOGRAPHY SERVICES 2/06/24 - MORENO BEACH BRIDGE DEDICATION	\$456.25
02/28/2024		240215.2	PHOTOGRAPHY SERVICES 2/10/24 - COMMUNITY DAY OF SERVICE		
Remit to: MORENO VALLEY, CA					FYTD: \$14,470.00
STILES ANIMAL REMOVAL, INC.	247100	02/14/2024	4050	DECEASED LARGE ANIMAL REMOVAL SERVICES-JAN. 2024	\$2,140.00
Remit to: GUAISTI, CA					FYTD: \$21,090.00
SULTAN, AARON	247058	02/07/2024	2/12 - 2/15/24	TRAVEL PER DIEM - 2024 CRIA TRAINING CONFERENCE	\$241.50
Remit to: MORENO VALLEY, CA					FYTD: \$241.50
SUNNYMEAD ACE HARDWARE	247049	02/07/2024	100873	MISC. SUPPLIES FOR FIRE STATION 2	\$147.26
		02/07/2024	100887	MISC. SUPPLIES FOR FIRE STATION 91	
		02/07/2024	100938	MISC. SUPPLIES FOR FIRE STATION 99	
	247138	02/21/2024	100999	MISC. SUPPLIES FOR FIRE STATION 48	\$22.55
	247139	02/21/2024	101076	MISC. SUPPLIES FOR PD	\$7.97
	247177	02/28/2024	101149	MISC. SUPPLIES FOR FIRE STATION 48	\$34.98
Remit to: MORENO VALLEY, CA					FYTD: \$2,298.60
SUNRUN INSTALLATION SERVICES INC	247152	02/21/2024	022124	REFUND CANCELLED PERMIT FEES	\$8,050.48
Remit to: SAN LUIS OBISPO, CA					FYTD: \$22,394.36

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SUPERIOR READY MIX CONCRETE	247101	02/14/2024	396404	CONCRETE MAINTENANCE MATERIALS - 801 0091	\$1,521.28
		02/14/2024	404693	CONCRETE MAINTENANCE MATERIALS - 801 0091	
Remit to: ESCONDIDO, CA					FYTD: \$54,838.69
SWARCO MCCAIN, INC.	40046	02/28/2024	INV0277643	TRAFFIC SIGNAL EQUIPMENT	\$24,207.24
		02/28/2024	INV0277840	TRAFFIC SIGNAL EQUIPMENT	
		02/28/2024	INV0278100	TRAFFIC SIGNAL EQUIPMENT	
Remit to: VISTA, CA					FYTD: \$48,172.86
SWINSON DBA REVERENCE PERFORMING ARTS ACADEMY, RACHEL	39829	02/07/2024	DEC. 2023	INSTRUCTOR SERVICES - DANCE & PILATES CLASSES	\$144.00
	39962	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - DANCE & PILATES CLASSES	\$936.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,844.00
TANGENT INC	39885	02/14/2024	INV-03480-BOX8Z7	TANGENT DMARC SERVICES 11/01/23 - 10/31/24	\$995.00
Remit to: BURLINGAME, CA					FYTD: \$995.00
TAYLOR, ALYSHA MARIE	39830	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
TAYLOR, TIARA	39831	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
TESLA-ENERGY	247153	02/21/2024	RE: BSO24-0013	REFUND OF DUPLICATE PAYMENT FOR RECORD NO. BSO24-0013	\$447.40
Remit to: RIVERSIDE, CA					FYTD: \$447.40

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TGC MORENO LLC	247184	02/28/2024	REC.# LGR19-0020	REFUND GRADING SECURITY DEPOSIT-PROJ. PEN18-0233 WOODSPRING STES	\$5,000.00
Remit to: WICHITA, KS					<u>FYTD:</u> \$5,000.00
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	39886	02/14/2024	167282	FLEX AND COBRA ADMIN FEES-JAN. 2024	\$1,689.10
Remit to: TEMECULA, CA					<u>FYTD:</u> \$416,861.65
THOMSON REUTERS-WEST PUBLISHING CORP.	39888	02/14/2024	849676074	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-JAN. 2024	\$1,450.56
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$11,604.48
TITAN SOLAR POWER CA INC	247112	02/14/2024	BON23-1349	REFUND CANCELLED PERMIT FEE-25402 YOLANDA AVE	\$263.04
	247113	02/14/2024	BOE23-0673	REFUND CANCELLED PERMIT FEE-25402 YOLANDA AVE	\$191.52
Remit to: CHANDLER, AZ					<u>FYTD:</u> \$786.64
TKE ENGINEERING INC	247141	02/21/2024	2023-5041	PROPERTY DISPOSITION ADMINISTRATIVE SERVICES/JULY- AUGUST 2023	\$1,665.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$244,330.00
T-MOBILE USA, INC.	247050	02/07/2024	9557529673	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$125.00
		02/07/2024	9557902038	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
	247102	02/14/2024	9558442647	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$125.00
	247140	02/21/2024	9559178759	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$125.00
Remit to: SEATTLE, WA					<u>FYTD:</u> \$2,400.00
TOLBERT, ANGELA	247085	02/07/2024	R23-177899	ANIMAL SERVICES REFUND S/N DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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TOUCH OF SOUL	39833	02/07/2024	DEC. 2023	INSTRUCTOR SERVICES - SOUL LINE DANCING CLASS	\$283.80
	39963	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - SOUL LINE DANCING CLASS	\$645.00
Remit to: MORENO VALLEY, CA					FYTD: \$3,508.80
TRICHE, TARA	39964	02/21/2024	JAN. 2024	INSTRUCTOR SERVICES - BALLET & DANCE EXPLORATION CLASSES	\$1,159.20
Remit to: MORENO VALLEY, CA					FYTD: \$11,017.80
TSG ENTERPRISES, INC. DBA THE SOLIS GROUP	39834	02/07/2024	11789	801 0090 CITYWIDE PVT REHAB PGM	\$7,350.00
		02/07/2024	12190	801 0086 JUAN BAUTISTA DE ANZA MULTI-USE TRAIL - ATP 4	
		02/07/2024	12192	801 0021 SR-60/MORENO BEACH IC	
Remit to: PASADENA, CA					FYTD: \$98,998.00
TUMON BAY RESORT & SPA	40047	02/28/2024	MAR. 2024 RENT	MAR. 2024 RENT (INCL. CAM, ETC) FOR BUSINESS & EMP. RESOURCE CTR	\$8,743.45
Remit to: TAMUNING, GU					FYTD: \$68,672.60
U.S. BANK NA	39889	02/14/2024	14105318	INVESTMENT CUSTODIAL SERVICES-DEC. 2023	\$980.00
Remit to: ST. PAUL, MN					FYTD: \$7,500.00

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ULTRASERV AUTOMATED SERVICES, LLC	39835	02/07/2024	266409	COFFEE SERVICE SUPPLIES-CITY YARD	\$909.62
		02/07/2024	266413	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		02/07/2024	266415	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
	40049	02/07/2024	266419	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		02/28/2024	266475	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$1,101.43
		02/28/2024	266485	COFFEE SERVICE SUPPLIES-ANNEX 1	
		02/28/2024	266486	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		02/28/2024	266538	COFFEE SERVICE SUPPLIES-ANNEX 1	
02/28/2024	266660	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION			
Remit to: COSTA MESA, CA					FYTD: \$10,840.88
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	39965	02/21/2024	1220230471 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC. 2023	\$197.25
		02/21/2024	1220230471 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC. 2023	
		02/21/2024	1220230471 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC. 2023	
		02/21/2024	1220230471 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC. 2023	
	247142	02/21/2024	23-242242 (a)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	\$96.10
		02/21/2024	23-242242 (b)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
		02/21/2024	23-242242 (c)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
		02/21/2024	23-242242 (d)	CA STATE FEE FOR REGULATORY COSTS TO SAFE EXCAVATION BOARD	
Remit to: CORONA, CA					FYTD: \$2,593.91

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UNITED RENTALS, INC.	247051	02/07/2024	229188738-001	SCISSOR LIFT FOR ELECTRIC CORD REEL INSTALL- FIRE STATION 91	\$653.81
	247103	02/14/2024	227360284-001	EXCAVATOR & EXCAVATOR BUCKET RENTAL 11/20-11/28/23	\$11,951.32
		02/14/2024	227739893-001	EXCAVATOR & EXCAVATOR BUCKET RENTAL 12/04-12/07/23	
Remit to: RIVERSIDE, CA					FYTD: \$17,236.28
UNITED ROTARY BRUSH CORP	39890	02/14/2024	CI307786	STREET SWEEPER BRUSHES & ACCESSORIES	\$2,331.61
		02/14/2024	CI308008	STREET SWEEPER BRUSHES & ACCESSORIES	
		02/14/2024	CI308324	STREET SWEEPER BRUSHES & ACCESSORIES	
	40050	02/28/2024	CI308908	STREET SWEEPER BRUSHES & ACCESSORIES	\$332.39
Remit to: DALLAS, TX					FYTD: \$36,659.54
UNITED SITE SERVICES OF CA, INC.	40051	02/28/2024	114-13797985	FENCE RENTAL AT ANIMAL SHELTER 02/08-03/06/24	\$106.40
Remit to: DALLAS, TX					FYTD: \$957.60
UNITED STATES CONFERENCE OF MAYORS	39836	02/07/2024	INV004349	CALENDAR YEAR 2024 MEMBERSHIP	\$13,466.00
Remit to: WASHINGTON, DC					FYTD: \$13,466.00
VAL VERDE UNIFIED SCHOOL DISTRICT	247052	02/07/2024	7562	STAFF RECOGNITION AWARD	\$80.25
	247143	02/21/2024	7744	NAME BADGES/PLATES FOR PCSD STAFF	\$42.00
Remit to: PERRIS, CA					FYTD: \$612.25
VALDOVINOS, LUPITA	39837	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
VALENZUELA, COURTNEY	247185	02/28/2024	R23-178843	ANIMAL SERVICES REFUND S/N AND RAB DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					FYTD: \$95.00

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VALLEY WIDE TOWING, LLC	39891	02/14/2024	24-14634	EVIDENCE TOWING FOR PD	\$281.00
	39966	02/21/2024	24-14594	EVIDENCE TOWING FOR PD	\$843.00
		02/21/2024	24-14613	EVIDENCE TOWING FOR PD	
		02/21/2024	24-14680	EVIDENCE TOWING FOR PD	
	40052	02/28/2024	24-14600	EVIDENCE TOWING FOR PD	\$632.25
02/28/2024		24-14618	EVIDENCE TOWING FOR PD		
Remit to: MORENO VALLEY, CA					FYTD: \$10,287.00
VANHORN, VALORA	247114	02/14/2024	R23-179275	ANIMAL SERVICES REFUND S/N AND RAB DEP	\$95.00
Remit to: MENIFEE, CA					FYTD: \$95.00
VERIZON WIRELESS	247053	02/07/2024	9953884145	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$230.93
	247178	02/28/2024	9956347387	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$250.10
Remit to: DALLAS, TX					FYTD: \$2,721.83
VIGILANT SOLUTIONS, LLC	40053	02/28/2024	55455 RI	ANNUAL ALPR BASIC SERVICE SUBSCRIPTION RENEWAL 3/2024-2/2025	\$12,992.00
Remit to: DALLAS, TX					FYTD: \$12,992.00
VILLEGAS, TANISHA	247154	02/21/2024	2003850.047	DEPOSIT REFUND- CONFERENCE & REC CTR.	\$864.75
Remit to: MORENO VALLEY, CA					FYTD: \$864.75
VISION SERVICE PLAN	39838	02/07/2024	819689449	EMPLOYEE VISION INSURANCE	\$3,838.30
Remit to: SAN FRANCISCO, CA					FYTD: \$34,234.43
VISTA PAINT CORPORATION	40054	02/28/2024	2023-265134-00	TRAFFIC PAINTING SUPPLIES - GLASS BEADS	\$12,195.15
		02/28/2024	2024-343973-00	TRAFFIC PAINTING SUPPLIES - REFLECTIVE PAVEMENT MARKERS	
		02/28/2024	2024-346333-00	TRAFFIC PAINTING SUPPLIES - GLASS BEADS	
Remit to: FULLERTON, CA					FYTD: \$63,421.69

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VOICES FOR CHILDREN, INC.	40055	02/28/2024	7 - (JAN. 2024)	CDBG SUBRECIPIENT PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$2,566.24
Remit to: SAN DIEGO, CA					FYTD: \$21,156.34
VOYAGER FLEET SYSTEM, INC.	39892	02/14/2024	8693366022352	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$3,116.53
	39893	02/14/2024	8692116152352	CNG FUEL PURCHASES	\$5,042.29
Remit to: HOUSTON, TX					FYTD: \$75,291.66
VULCAN MATERIALS CO, INC.	40056	02/28/2024	73911431	ASPHALTIC EMULSION MATERIALS	\$589.43
		02/28/2024	73913030	ASPHALTIC EMULSION MATERIALS	
		02/28/2024	73915547	ASPHALTIC EMULSION MATERIALS	
		02/28/2024	73915548	ASPHALTIC EMULSION MATERIALS	
		02/28/2024	73918051	ASPHALTIC EMULSION MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$12,652.41
WARREN, BRANDON	39839	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: RIVERSIDE, CA					FYTD: \$1,250.00
WAXIE ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	39840	02/07/2024	82248075	JANITORIAL SUPPLIES FOR PD	\$2,201.68
		02/07/2024	82248080	JANITORIAL SUPPLIES FOR PD	
	39967	02/21/2024	82039425`	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	\$1,977.86
		02/21/2024	82048031	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
		02/21/2024	82139908	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
	40057	02/28/2024	82295189	JANITORIAL SUPPLIES FOR PD	\$591.55
Remit to: LOS ANGELES, CA					FYTD: \$16,964.62
WEST COAST ARBORISTS, INC.	39894	02/14/2024	210327	TREE TRIMMING SERVICES - LASSELLE SPORTS PARK	\$8,399.50
Remit to: ANAHEIM, CA					FYTD: \$355,175.15

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WESTERN MUNICIPAL WATER DISTRICT	247180	02/28/2024	23821-018257_JAN	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	\$2,277.89
		02/28/2024	23821-018258_JAN	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
		02/28/2024	23866-018292_JAN	WATER CHARGES-SKATE PARK	
		02/28/2024	24753-018620_JAN	WATER CHARGES-M.A.R.B. BALLFIELDS	
Remit to: ARTESIA, CA					FYTD: \$36,242.07
WILLDAN ENGINEERING	39969	02/21/2024	00714024	PROJECT MANAGEMENT SERVICES-JAN. 2024/NSP CLOSEOUT, ETC.	\$1,320.00
	40059	02/28/2024	00419566	ON-CALL CONSTRUCTION INSPECTION SERVICES - DEC. 2023	\$19,456.00
Remit to: ANAHEIM, CA					FYTD: \$1,202,259.13
WILLDAN FINANCIAL SERVICES	39971	02/21/2024	010-56161	ARBITRAGE REBATE SERVICES - CFD 5 SPECIAL TAX REF BONDS 2021	\$1,100.00
	40060	02/28/2024	010-56806	GRANT ADMINISTRATION SERVICES-NOV. 2023	\$6,339.75
		02/28/2024	010-57546	GRANT ADMINISTRATION SERVICES-JAN. 2024	
		02/28/2024	010-57547	ERAP GRANT ADMINISTRATION SERVICES-JAN. 2024	
Remit to: TEMECULA, CA					FYTD: \$182,397.00
WON YUN, ALLEN	39972	02/21/2024	2/27 - 3/1/24	TRAVEL PER DIEM & MILEAGE - 2024 CPRS CONNECTIONS CONF	\$306.09
Remit to: MORENO VALLEY, CA					FYTD: \$306.09
WOODSON, LATRICE	247155	02/21/2024	2003821.047	PARTIAL SECURITY REFUND- COTTONWOOD GOLF CENTER	\$57.00
Remit to: MORENO VALLEY, CA					FYTD: \$298.79
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	39895	02/14/2024	1595_2	REGIONAL FOOD RECOVERY PROGRAM ADMIN FEES FY23/24	\$8,799.67
Remit to: RIVERSIDE, CA					FYTD: \$181,938.00

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WRCRCA	39842	02/07/2024	SEP-2023 MSHCP	MSHCP FEES COLLECTED FOR SEP 2023-RESIDENTIAL SINGLE FAMILY/ADU	\$15,695.76
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,498,734.49
WSP USA, INC.	39973	02/21/2024	1390511	804 0008 SUNNYMEAD MDP LINE F AND F-7	\$7,452.61
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$185,237.20
YANEZ, ERIKA YVONNE	39846	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
ZARAGOZA, VERONICA	39847	02/07/2024	FEBRUARY 2024	MOVALEARNS PROGRAM STIPEND-FEBRUARY 2024	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,250.00
ZINC SANTA PARTNERS LLC DBA	247156	02/21/2024	REFUND-1/29/24	REFUND FOR OVERPAYMENT OF COMMUNITY BENEFIT FEE	\$4.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4.00
TOTAL CHECKS UNDER \$25,000					\$1,166,509.74
GRAND TOTAL					\$14,449,927.45

Attachment: 2024_FebruaryPaymentRegister (6597 : FEBRUARY PAYMENT REGISTER 2024)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: May 7, 2024

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

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

ATTACHMENTS

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

- 1. Personnel Changes for Staff Report_4.16.24

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 7:16 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 8:32 AM

City of Moreno Valley
Personnel Changes- 3/1/24- 3/31/24
April 16, 2024

New Hires

Joel Borja Jr, Program Analyst, Electric Utility Division, Public Works Department

Marc Lyncheski, Public Information Intergovernmental Relation Officer, Media & Communications Division, City Manager Department

Tara Almodovar, Senior Administrative Assistant, City Manager Department

Promotions

Lesia Bowers

From: Senior Accountant, Electric Utility Division, Public Works Department

To: Customer Service Manager, Electric Utility Division, Public Works Department

Kaitlyn Choma

From: Administrative Assistant, Financial and Management Services Administration, Financial and Management Services Department

To: Management Aide, Special Districts Division, Financial and Management Services Department

Dannette Fortin

From: Management Aide, Special Districts Division, Financial and Management Services Department

To: Management Assistant, Financial Resources Division, Financial and Management Services Department

David Martinez

From: Facilities Maintenance Worker, Fleet and Facilities Division, Public Works Department

To: Traffic Signal Technician, Transportation Engineering Division, Public Works Department

Stephanie Suss

From: Management Aide, Capital Projects Division, Public Works Department

To: Management Assistant, Purchasing and Sustainability Division, Financial and Management Services Department

Transfers

Dean Ayer

From: Senior Management Analyst, Public Works Administration, Public Works Department

To: Senior Management Analyst, Public Safety, City Manager Department

Andrea Palacios

From: Management Aide, Fire Operations, Fire Department

To: Management Aide, Public Safety, City Manager Department

Mayra Fragoza

From: Senior Administrative Assistant, City Manager Administration, City Manager Department

To: Senior Administrative Assistant, Financial and Management Services Administration, Financial and Management Services Department

Separations

Rodolfo Quiroz, Parks Maintenance Worker, Parks Maintenance Division, Parks and Community Services Department

Kandace West, Executive Assistant, Electric Utility Division, Public Works Department



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

AGENDA DATE: May 7, 2024

TITLE: APPROVE THE PURCHASE OF STANDARDIZED TRASH
 AND RECYCLING RECEPTACLES FROM OUTDOOR
 CREATIONS, INC. TO BE INSTALLED AT EXISTING CITY
 PARKS AND PARK FACILITIES

RECOMMENDED ACTION

Recommendations: That the City Council and CSD:

Staff recommends that the Mayor and City Council and 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):

1. Authorize the use of the sole source procurement process and approve the purchase of 89 Multi-Compartment (Two-Compartment) Trash/Recycling Receptacles from Outdoor Creations, Inc. the sole source Vendor of this proprietary product designed specifically with dual compartments for trash and recycling contained in a one-piece receptacle design, to be installed in established City Parks and Park Facilities (Conference and Recreation Center and Civic Center Amphitheater).
2. Authorize the City Manager and/or the City Manager in the Capacity as Executive Director of the CSD to execute an associated purchase order in the amount of \$208,765.55 and process any necessary changes/amendments associated with this purchase up to the budgetary amounts previously approved by Council as part of the adopted and/or amended budget processes.

SUMMARY

This report recommends approval of the purchase of 89 Multi-Compartment (Two Compartment) Trash/Recycling Receptacles to be purchased for installation in established City Parks and Park Facilities, specifically the Conference and Recreation Center and Civic Center Amphitheater, from Outdoor Creations, Inc. In compliance with California Assembly Bill 827, trash receptacles available to the public must include an adjacent recycling area. These Multi-Compartment Trash/Recycling Receptacles meet this requirement and are currently being utilized in newer City Parks. This purchase would help unify amenities across new and existing park facilities and will ensure compliance with state mandates. The total cost associated with this purchase is \$208,765.55. Funds to cover the cost will come from Zone A (Fund 5011), CFD No. 1 (Fund 5113) and CFD 2021-01 (Fund 5016).

DISCUSSION

Waste receptacles in City Parks are necessary for collecting rubbish within a contained area to help deter littering and allow City Park visitors to recreate in a clean and aesthetically pleasing environment. To aid in this convince and in compliance with California Assembly Bill 827, which requires trash receptacles include an adjacent recycling area, the City has undertaken the task of identifying a trash/recycling receptacle that complies with the state statue, is uniform in material and appearance to other park amenities within designated Parks, is the standard waste/recycling receptacle being install in new City Parks, and may be utilized as the waste/recycling receptacle standard going forward throughout all City parks when replacements are needed.

The Two Compartment Trash/Recycling Receptacle by Outdoor Creations, Inc. is the standard trash receptacle that has been utilized in Moreno Valley City Parks for over a decade and is the standard amenity being installed in new Moreno Valley City Park developments. This product is proprietary, which renders Outdoor Creations, Inc. the sole source for procurement of these receptacles. The Two Compartment Trash/Recycling Receptacle designed provides dual deposit openings (one for trash and one for recycling) that contain separate rubbish collection in a one-piece receptacle design. Receptacles are made of one-piece precast concrete with acrylic sealer and metal doors that will be locked with clear markings on the doors for waste and recycling. The sturdy construction of these receptacles will contribute to longevity of service and mitigate the need for future replacement of this type of receptacle.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommend this action as it will allow the City/CSD to procure necessary trash and recycling receptacles for existing Park and Park facilities to bring access to the disposal of waste and recycling into compliance with State statues and provide uniformity of amenities within existing City Parks and Park facilities.*
2. Reject any or all the recommended actions as presented in this staff report. *Staff does not recommend this action, as doing so will contribute to non-uniformity of*

amenities throughout City Parks and Park facilities and will inhibit compliance with State statues in managing trash and recycling by not making available an easily accessible adjacent recycling bin or container to the trash receptacles in need of replacement.

FISCAL IMPACT

The funds needed to cover the cost of the 89 Two Compartment Trash/Recycling Receptacles will come from an allocation of funds that include Zone A (Fund 5011) Community Facilities Districts (CFD) No.1 (Fund 5113), and CFD 2021-01 (Fund 5016). The table below is a breakdown of the costs by fund:

Location	Fund	Amount	Quantity of Receptacles
Conference & Recreation Center	5011	\$ 13,899.75	6
Subtotal - Fund 5011		\$ 13,899.75	6
Amphitheater	5016	\$ 13,899.75	6
Subtotal - Fund 5016		\$ 13,899.75	6
Lassele Sports Park	5113	\$ 46,332.50	20
Rancho Verde Staging Area	5113	\$ 4,633.25	2
Celebration Park	5113	\$ 57,915.53	25
Patriot Park	5113	\$ 4,633.25	2
Rockridge Park	5113	\$ 16,216.38	7
Hound Town Dog Park	5113	\$ 2,316.63	1
Cold Creek Trail	5113	\$ 4,633.25	2
Cottonwood Staging Area	5113	\$ 6,949.88	3
Shadow Mountain Park	5113	\$ 4,633.25	2
Vista Lomas Park	5113	\$ 32,702.13	13
Subtotal - Fund 5113		\$ 180,966.05	77
Overall Total FY 2023/24		\$208,765.55	89

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Sharon Goodale
Management Analyst

Department Head Approval:
Jeremy Bubnick
Parks and Community Services Director

Concurred By:
Patty Yhuit
PCS Admin & Financial Services Division Manager

Concurred By:
Dan Monto
Parks and Landscape Services Division Manager

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. Exhibit A_Quotes for 89 Receptacles
- 2. Exhibit B_Sole Source Justification
- 3. Exhibit C_Receptacle Specifications

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 7:26 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 8:30 AM

QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

PH# 530-365-6106 FX# 530-365-5129

Email tim@outdoorcreations.com

Date: 3/12/24

Quote No.: Q7468



SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Shadow Mountain Park
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
2	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	3,900.00
2	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
2	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
2	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
2	<Each>	Vinyl Trash	Vinyl Trash Sticker		
2	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
2	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
4	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	EA	Custom	Custom Color - Sattilo #2		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	400.00	400.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	4,300.00
Sales Tax	333.20
TOTAL	4,633.20

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING



QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.
2270 Barney Road
Anderson, CA 96007
USA

Date: 3/12/24
Quote No.: Q7469

PH# 530-365-6106 FX# 530-365-5129

Email tim@outdoorcreations.com

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Amphitheater
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
6	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	11,700.00
6	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
6	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
6	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
6	<Each>	Vinyl Trash	Vinyl Trash Sticker		
6	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
6	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
12	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	<Each>	Sand Buff	ODC Sand Buff		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	1,200.00	1,200.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	12,900.00
Sales Tax	999.7
TOTAL	13,899.7

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING

QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

PH# 530-365-6106 FX# 530-365-5129

Email tim@outdoorcreations.com

Date: 3/12/24

Quote No.: Q7470



SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Conference & Rec Center
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
6	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	11,700.00
6	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
6	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
6	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
6	<Each>	Vinyl Trash	Vinyl Trash Sticker		
6	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
6	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
12	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	<Each>	Sand Buff	ODC Sand Buff		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	1,200.00	1,200.00

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Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	12,900.00
Sales Tax	999.7
TOTAL	13,899.7

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING



QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.
2270 Barney Road
Anderson, CA 96007
USA

Date: 3/12/24
Quote No.: Q7471

PH# 530-365-6106 FX# 530-365-5129
Email tim@outdoorcreations.com

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Cottonwood Staging
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
3	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	5,850.00
3	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
3	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
3	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
3	<Each>	Vinyl Trash	Vinyl Trash Sticker		
3	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
3	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
6	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	EA	Custom	Custom Color - Sattilo #2		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	600.00	600.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	6,450.00
Sales Tax	499.80
TOTAL	6,949.80

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING



QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.
2270 Barney Road
Anderson, CA 96007
USA

Date: 3/12/24
Quote No.: Q7472

PH# 530-365-6106 FX# 530-365-5129
Email tim@outdoorcreations.com

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Cold Creek Trail Head
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
2	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	3,900.00
2	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
2	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
2	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
2	<Each>	Vinyl Trash	Vinyl Trash Sticker		
2	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
2	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
4	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	<Each>	Sand Buff	ODC Sand Buff		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	400.00	400.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

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Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	4,300.00
Sales Tax	333.20
TOTAL	4,633.20

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING



QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.
2270 Barney Road
Anderson, CA 96007
USA

Date: 3/12/24
Quote No.: Q7473

PH# 530-365-6106 FX# 530-365-5129
Email tim@outdoorcreations.com

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Hound Town
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
1	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	1,950.00
1	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
1	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
1	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
1	<Each>	Vinyl Trash	Vinyl Trash Sticker		
1	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
1	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
2	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	<Each>	Sand Buff	ODC Sand Buff		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	200.00	200.00

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Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	2,150.00
Sales Tax	166.67
TOTAL	2,316.67

Final sales tax will be calculated at time of shipping.



QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.
2270 Barney Road
Anderson, CA 96007
USA

Date: 3/12/24
Quote No.: Q7475

PH# 530-365-6106 FX# 530-365-5129
Email tim@outdoorcreations.com

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Patriot Park
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
2	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	3,900.00
2	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
2	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
2	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
2	<Each>	Vinyl Trash	Vinyl Trash Sticker		
2	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
2	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
4	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	<Each>	Medium Gray	Medium Gray		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	400.00	400.00

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Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	4,300.00
Sales Tax	333.20
TOTAL	4,633.20

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING



QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.
2270 Barney Road
Anderson, CA 96007
USA

Date: 3/12/24
Quote No.: Q7476

PH# 530-365-6106 FX# 530-365-5129
Email tim@outdoorcreations.com

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Celebration Park
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
25	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	48,750.00
25	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
25	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
25	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
25	<Each>	Vinyl Trash	Vinyl Trash Sticker		
25	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
25	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
50	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	EA	Custom	Custom Color - Sattilo #2		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	5,000.00	5,000.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	53,750.00
Sales Tax	4,165.60
TOTAL	57,915.60

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING



QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.
2270 Barney Road
Anderson, CA 96007
USA

Date: 3/12/24
Quote No.: Q7474

PH# 530-365-6106 FX# 530-365-5129
Email tim@outdoorcreations.com

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Rockridge Park
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
7	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	13,650.00
7	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
7	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
7	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
7	<Each>	Vinyl Trash	Vinyl Trash Sticker		
7	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
7	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
14	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	EA	Custom	Custom Color - Sattilo #2		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	1,400.00	1,400.00

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Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	15,050.00
Sales Tax	1,166.00
TOTAL	16,216.00

Final sales tax will be calculated at time of shipping.

QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

PH# 530-365-6106 FX# 530-365-5129

Email tim@outdoorcreations.com

Date: 3/12/24

Quote No.: Q7477



SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Rancho Verde Staging
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
2	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	3,900.00
2	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
2	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
2	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
2	<Each>	Vinyl Trash	Vinyl Trash Sticker		
2	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
2	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
4	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	EA	Custom	Custom Color - Sattilo #2		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	400.00	400.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

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Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	4,300.00
Sales Tax	333.20
TOTAL	4,633.20

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING

QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 3/12/24

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

PH# 530-365-6106 FX# 530-365-5129

Email tim@outdoorcreations.com

Date: 3/12/24

Quote No.: Q7478



**OUTDOOR
CREATIONS
INC.**

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Lasselle Sports Park
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	4/11/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
20	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	39,000.00
20	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
20	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
20	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
20	<Each>	Vinyl Trash	Vinyl Trash Sticker		
20	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
20	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
40	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	<Each>	Tan	ODC Tan Color		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	4,000.00	4,000.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	43,000.00
Sales Tax	3,332.50
TOTAL	46,332.50

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING



QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Tim L. Hudson 4/3/24

Outdoor Creations Inc.
2270 Barney Road
Anderson, CA 96007
USA

Date: 4/3/24
Quote No.: Q7569

PH# 530-365-6106 FX# 530-365-5129
Email tim@outdoorcreations.com

SOLD TO

Moreno Valley, City of
Accounts Payable
14075 Frederick St
Moreno Valley, CA 92553
USA

SHIP TO

Vista Lomas Park
Daniel Monto 951-413-3711
danielm@moval.org
Moreno Valley, CA 92551

Sales Rep	Good Thru	Terms	Purchase Order
Tim L. Hudson	5/3/24	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
13	EA	511	(2) Compartment Trash/Recycle Receptacle - Dual Opening	1,950.00	25,350.00
13	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
13	EA	511 DOOR HAN BRONZE	511 DOOR W/HANDLE BRONZE (GR1372-BR340)		
13	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
13	<Each>	Vinyl Trash	Vinyl Trash Sticker		
13	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Painted Blue Opposite Door)		
13	<Each>	Cast In Logo	Cast In Logo (Trash Logo Painted Black Opposite Door)		
26	<Each>	Cast In Logo	Cast In Logo (Unpainted City Logo on Each Side of receptacle)		
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	EA	Custom	Custom Color - Satillo #2		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	5,000.00	5,000.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	30,350.00
Sales Tax	2,352.13
TOTAL	32,702.13

Final sales tax will be calculated at time of shipping.

Attachment: Exhibit A_Quotes for 89 Receptacles [Revision 2] (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING

Sole/Single Source Justification

DATE: 1-22-24	DEPT/DIVISION: Parks and Community Services/ Parks and Landscape Services
VENDOR: Outdoor Creations Inc.	VENDOR PART NUMBER: Model 511 (IF APPLICABLE)
DESCRIPTION OF ITEM: Concrete Receptacle Model 511	
Single Source: <input type="checkbox"/> A Single Source is one of the multiple sources that are capable of producing the desired item(s). It is the one source that is selected without competition for compelling and justifiable reasons.	
Sole Source: <input checked="" type="checkbox"/> A Sole Source is the <i>only</i> source available that is capable of producing the desired item(s) because of exclusive control of patent rights, copyrights, proprietary processes, etc. or similar circumstances.	

JUSTIFICATION: PLEASE PROVIDE REQUESTED INFORMATION IN THE RATIONALE BOX ON PAGE 2

<input checked="" type="checkbox"/>	Only known qualified vendor. (<u>List of the vendors</u> which were contacted below and the specific reasons <u>why each was not a viable source</u> . List the qualifications that each source or item meets. If another vendor offers a similar item, provide the item identification, vendor information and comparable pricing).
<input type="checkbox"/>	Dues and/or Membership (Dues and/or Memberships are generally required for various regional agencies and/or professional memberships, and no competitive equal exists. <u>Please list the organization the due and/or membership is for and indicate the reason needed.</u>)
<input type="checkbox"/>	Legal Services Agreement. (Per Procurement Procedure AP #3.09 exempt from competitive requirements).
<input type="checkbox"/>	Contract Class Instructors/Sports Officials and referees (Per Procurement Procedure AP #3.09 exempt from competitive requirements).
<input type="checkbox"/>	Supplier/Consultant proprietary item/service. (The selected supplier/consultant is the only manufacturer of this item and/or service. List the reasons why no substitute can be used and if no similar substitute is available).
<input type="checkbox"/>	Government or Contract Directed. (<u>Provide a copy</u> of the contract page which directs this source or a letter, or memo or e-mail specifically directing this source).
<input checked="" type="checkbox"/>	Continuation of an ongoing service or an addition to a critical system already procured from that vendor. (<u>List the reasons why</u> it would not be cost effective and/or schedule effective and/or mitigate technical risk and/or prudent to procure with another vendor for this procurement).
<input type="checkbox"/>	Economically Justified due to the following reasons:
<input type="checkbox"/>	Delivery Schedule Requirements (list delivery schedule requirements below)
<input type="checkbox"/>	Need for unique capabilities or special techniques (list below)
<input type="checkbox"/>	Standardization (Specify what is being standardized and how this will benefit?)
<input type="checkbox"/>	Emergency Procurement (Per Procurement Procedure AP #3.09, provide details of Emergency in Rationale section below)

RATIONALE: (Provide written explanation, technical reasoning and/or evidence of the claim. See Directions. Use additional sheets if necessary)

Outdoor Creations has been used for trash receptacle, tables and benches in newer parks developed in the City over the past 10+ years. They are also specified to be used in 2 parks currently in plan check and will be specified in all future parks. We want to use the same trash receptacle as the standard throughout our parks as there are no other producers/manufacturers/distributors for this product. Outdoor Creations Inc. products are proprietary and designed specifically with a dual deposit opening in a one-piece design. They are only made and distributed by Outdoor Creations Inc. (no other producers/manufacturers/distributors for this product).

PURCHASING USE ONLY:

I CERTIFY THAT STATEMENTS CHECKED, AND INFORMATION PROVIDED ABOVE, ARE COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THE PROCESSING OF THIS SOLE/SINGLE SOURCE JUSTIFICATION PRECLUDES THE USED OF FULL AND OPEN COMPETITION.

DIVISION MANAGER OR DEPARTMENT HEAD	PURCHASING DIVISION MANAGER
SIGN: Daniel Monto <small>Digitally signed by Daniel Monto Date: 2024.01.25 12:28:04 -08'00'</small>	SIGN: Anna Chacon <small>Digitally signed by Anna Chacon Date: 2024.01.30 15:19:40 -08'00'</small>
PRINTED NAME: _____	PRINTED NAME: _____
DATE: _____	DATE: _____

FOR PURCHASING USE ONLY

CONTRACT #	PO #
------------	------

VERIFIED BY:	COMMENTS:
--------------	-----------

JUSTIFICATION VALID FOR: 1 YEAR 2 YEARS 5 YEARS

SPECIFIC SOURCE JUSTIFICATION (SSJ) INSTRUCTIONS

Technical and requirements personnel are responsible for providing and certifying as accurate and complete necessary data to support their recommendation for other than full and open competition. The justification must demonstrate that only one company can perform. The following are examples of bases for an SSJ:

- a) The supplies/services to be acquired are unique to City of Moreno Valley.
- b) Time is of the essence and only one known source can meet City of Moreno Valley's needs within the required timeframe.
- c) Data is unavailable for competitive procurement.
- d) It is necessary that the item being acquired from one source be compatible and interchangeable with existing equipment.

The following elements must be addressed in the SSJ:

Attachment: Exhibit B_Sole Source Justification (6592 : APPROVE PURCHASE OF STANDARDIZED TRASH AND RECYCLING RECEPTALS

- a) State clearly City of Moreno Valley's requirements. Make sure that the entire requirement is covered by the justification.
- b) Explain why the vendor is the only company that can meet City of Moreno Valley's requirement. The documentation necessary to adequately substantiate the two most common basis of Sole/Single source is:
 - i. If the supplier has a unique capability, whether it is an item or service, it is insufficient to simply say that the supplier is unique. If the item is unique to the supplier, the unique characteristics must be set forth. If the supplier has unique expertise, that expertise must be described. If the supplier has unique equipment or facilities or it has proprietary data, it must be explained.
 - ii. If only one supplier can perform within the required timeframe, the timeframe must be explained:
 - 1. Provide the date by which the supplies/services must be delivered.
 - 2. Indicate how that date was determined and its significance.
 - 3. Indicate the impact of delay beyond that date in terms of program schedules, milestones, etc.
 - 4. State how long it would take another supplier to acquire the capability to perform (learning curve), how much it would cost another supplier to get up to speed, and if appropriate, what it would cost City of Moreno Valley in terms of dollars and manhours to get another supplier up to speed. State the bases for the above estimates.
- c) State how the decision to go Sole/Specific Source was reached. Generally, technical personnel's knowledge and experience can be used to support SSJ. The following are examples of documentation supporting this element:
 - i. Explain requisition originator's experience that would indicate that he knows only one source can perform.
 - ii. Explain that technical publications, symposiums, or conferences clearly indicate that only one company can perform. List publications read and symposiums and conferences attended.
 - iii. State what is being done to foster future competition.
 - iv. Justification must be signed and dated.
- d) Describe the item and the particular uses of the item. State specifically what the item is going to be for and what it will do. Include here any project numbers and titles that the material in question will support or historically has supported.
- e) State the distinguishing characteristics of the item and why this is the only item that will fulfill the requirements. This may include being an add-on to an existing system or the replacement of an existing system. Copyrights and trademarks may be applicable here depending on the situation.
- f) Explain what would happen if another, unequal item were procured instead. Include any training delays, alteration of standard operating procedures, etc. that would cost the institution time, funds and overall completion of projects. This is the appropriate area to describe any design changes that would be necessary if another source were to be used.
- g) Outline the work performed to determine what other, similar items are offered from other vendors and why these items will not satisfy the requirements stated in the previous steps. This may need to be explicit to include: company names, contact information, and in some cases, valid quotes.

- h) If there is cost impact, detail the cost impact of utilizing another source.
- i) If there is schedule impact, detail the schedule impact of utilizing another source.

****IMPORTANT****

*The two most often cited basis for SSJ are uniqueness and timeframe. These are often confused and inappropriately interchanged. If a supplier is unique and if his uniqueness is adequately substantiated, a discussion of timeframe is inappropriate. If the basis for the SSJ is timeframe, a discussion of uniqueness should not be made or alluded to.

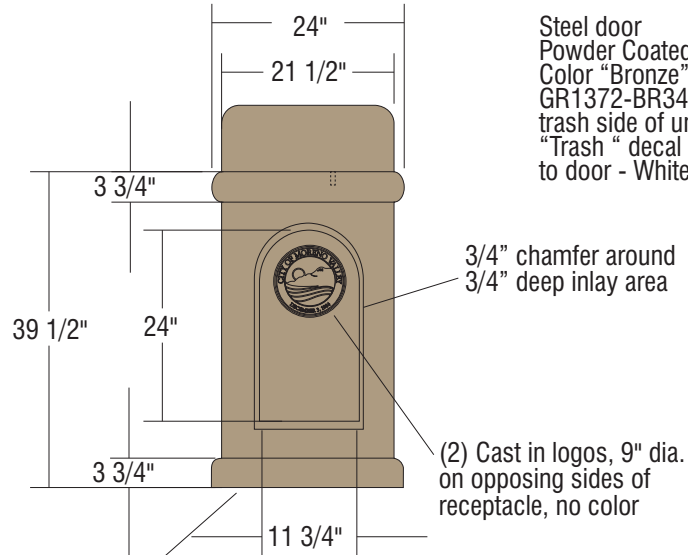
*Timeframe does not make a supplier unique.

*Statements that a supplier has the best capability, offers the lowest price, or is the only qualified source are not bases for an SSJ. Such determinations can only be made through competitive acquisitions. A strong presentation which merely establishes that the recommended source is most highly qualified to perform but does not establish why other sources cannot perform is unacceptable.

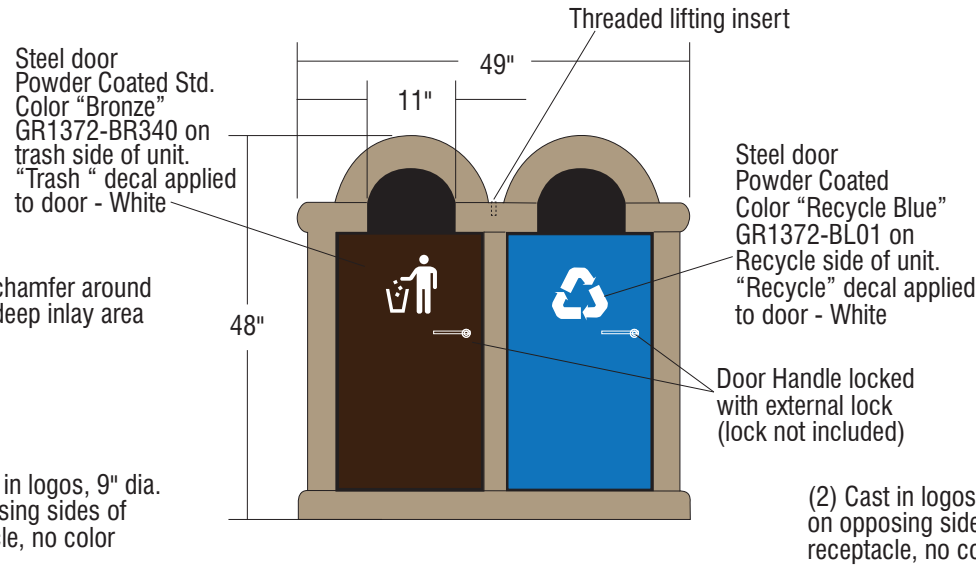
*Incumbency does not justify an SSJ.

*Administrative delay or lack of adequate advanced planning do not create an urgency that justifies an SSJ.

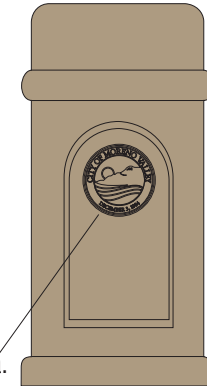
SIDE ELEVATION



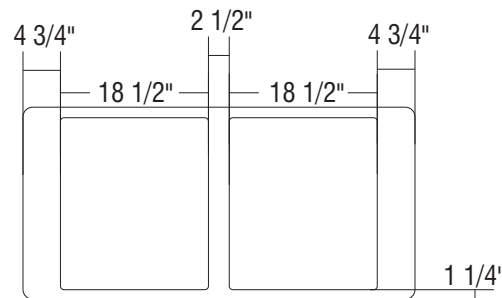
FRONT ELEVATION



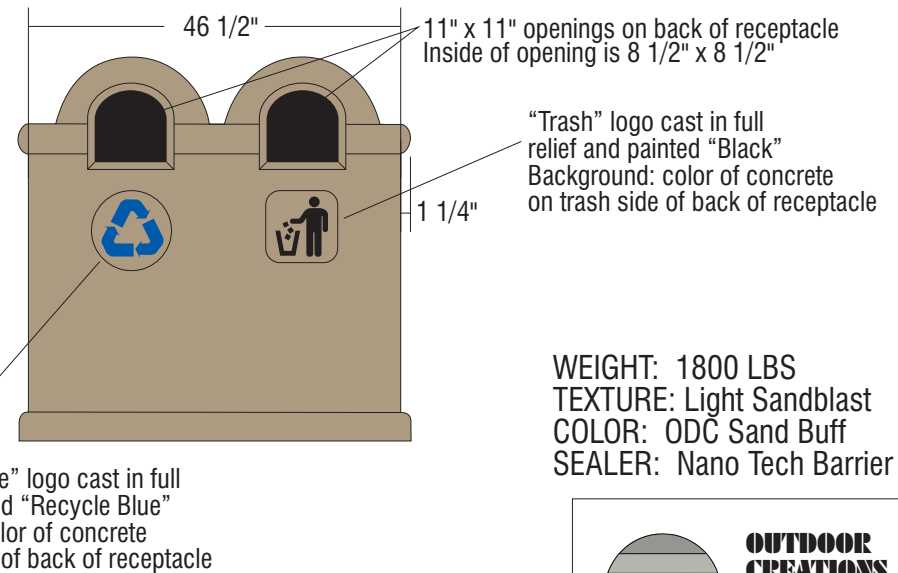
SIDE VIEW



PLAN VIEW



REAR ELEVATION



Recommended to secure trash receptacle to concrete slab with construction epoxy.

*Unit includes (2) Plastic Liners: SQT29

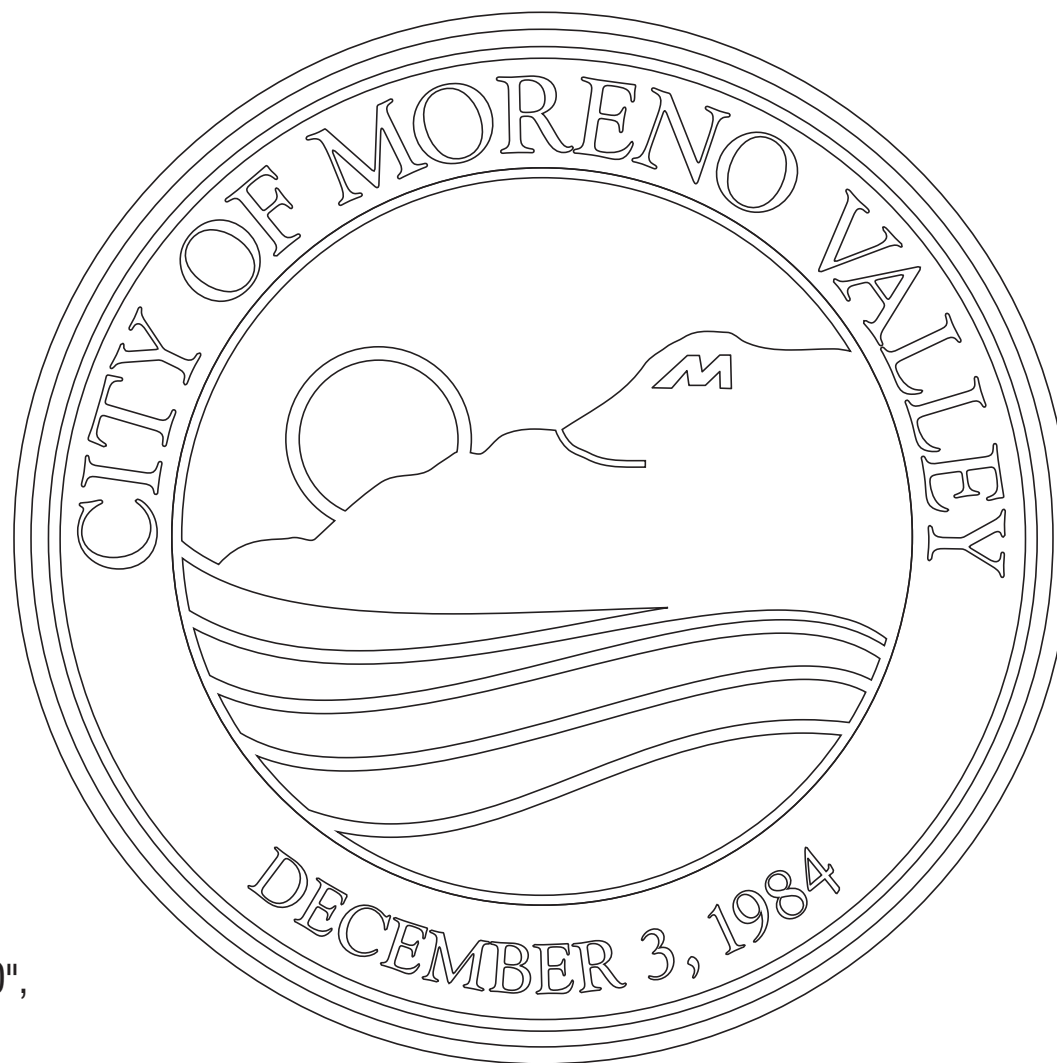
NOTES:

1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
3. Product is cast in 1-piece with no assembly required.
4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
7. There is a level of care and maintenance associated with your product and is the responsibility of the end user. Choosing the right sealer can help minimize those costs.

WEIGHT: 1800 LBS
 TEXTURE: Light Sandblast
 COLOR: ODC Sand Buff
 SEALER: Nano Tech Barrier



OUTDOOR CREATIONS INC.
 2270 Barney Street
 Anderson, CA 96007
 (530) 365-6106
 FAX (530) 365-5129

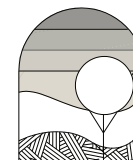


(1) Cast in logo 16 1/4" x 10",
on back of receptacle
Painted as shown*

PLEASE NOTE:

It is **VERY IMPORTANT** to carefully read over your artwork, this includes, but is not limited to, the spelling of names, dates, places, logos, etc. Outdoor Creations Inc. is not liable for replacement of product, if artwork has been approved. Replacement of product that was approved with incorrect spellings, dates, logos, etc will be the responsibility of the customer. Thank you for your understanding.

I have read the above statement and approve the artwork: _____



**OUTDOOR
CREATIONS
INC.**

2270 Barney Street
Anderson, CA 96007
(530) 365-6106
FAX (530) 365-5129



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

AGENDA DATE: May 7, 2024

TITLE: PEN18-0145 (TR 24203) - APPROVE EASEMENT DEED
 FROM THE CSD TO KB HOME COASTAL, INC., LOCATED
 ON THE SOUTH SIDE OF LAWLESS ROAD, WEST OF
 AMERICAN WAY. DEVELOPER: KB HOME COASTAL,
 INC.

RECOMMENDED ACTION

Recommendations: That the City Council and CSD:

Staff recommends that the Mayor and City Council and 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):

1. Approve the Easement Deed, located on the south side of Lawless Road, west of American Way, by and between the CSD and KB Home Coastal, Inc (KB).
2. Authorize the City Manager to execute the Easement Deed with KB.
3. Authorize the City Clerk to transmit the executed Easement Deed to the Riverside County Recorder's Office for recordation.

SUMMARY

This report recommends approval of the proposed drainage easement, located east of and adjacent to an existing water quality bioswale lot, currently maintained by the Boulder Ridge Owners Association. The proposed drainage easement, which overlays property owned by the CSD, is located on the south side of Lawless Road, west of American Way, and is necessary for storm drain and drainage channel operation and

maintenance purposes. This allows for the outlet of 24" storm drain line, which is part of the approved improvements associated with residential housing Tract 24203.

DISCUSSION

Public infrastructure improvements required for the development of Tract 24203 were recently completed. The improvements include connecting a 36" storm drain in Lawless Road to an existing 24" storm drain, which outlets to rip rap, located within the proposed easement. Construction of the project has been completed and the developer is ready to take over maintenance of the storm drain facility. The proposed drainage easement designates the area for drainage and maintenance purposes, per the approved tract design. Once the Easement Deed is granted to KB, KB will then grant the drainage easement to the Boulder Ridge Owners Association, which will then be responsible for maintaining the easement area.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as this alternative will allow for proper easement designation for storm drain and maintenance of the storm drain facilities by the developer.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this alternative would not allow for proper easement designation for storm drain and maintenance of the storm drain facilities by the developer.*

FISCAL IMPACT

None

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Sharon Goodale
Management Analyst

Department Head Approval:
Jeremy Bubnick
Parks and Community Services Director

Concurred By:
Patty Yhuit
PCS Administration & Financial Services Division Manager

Concurred By:
Dan Monto
Parks and Landscape Services Division Manager

CITY COUNCIL GOALS

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

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

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

Objective 5.5: Promote a healthy community and lifestyle.

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”

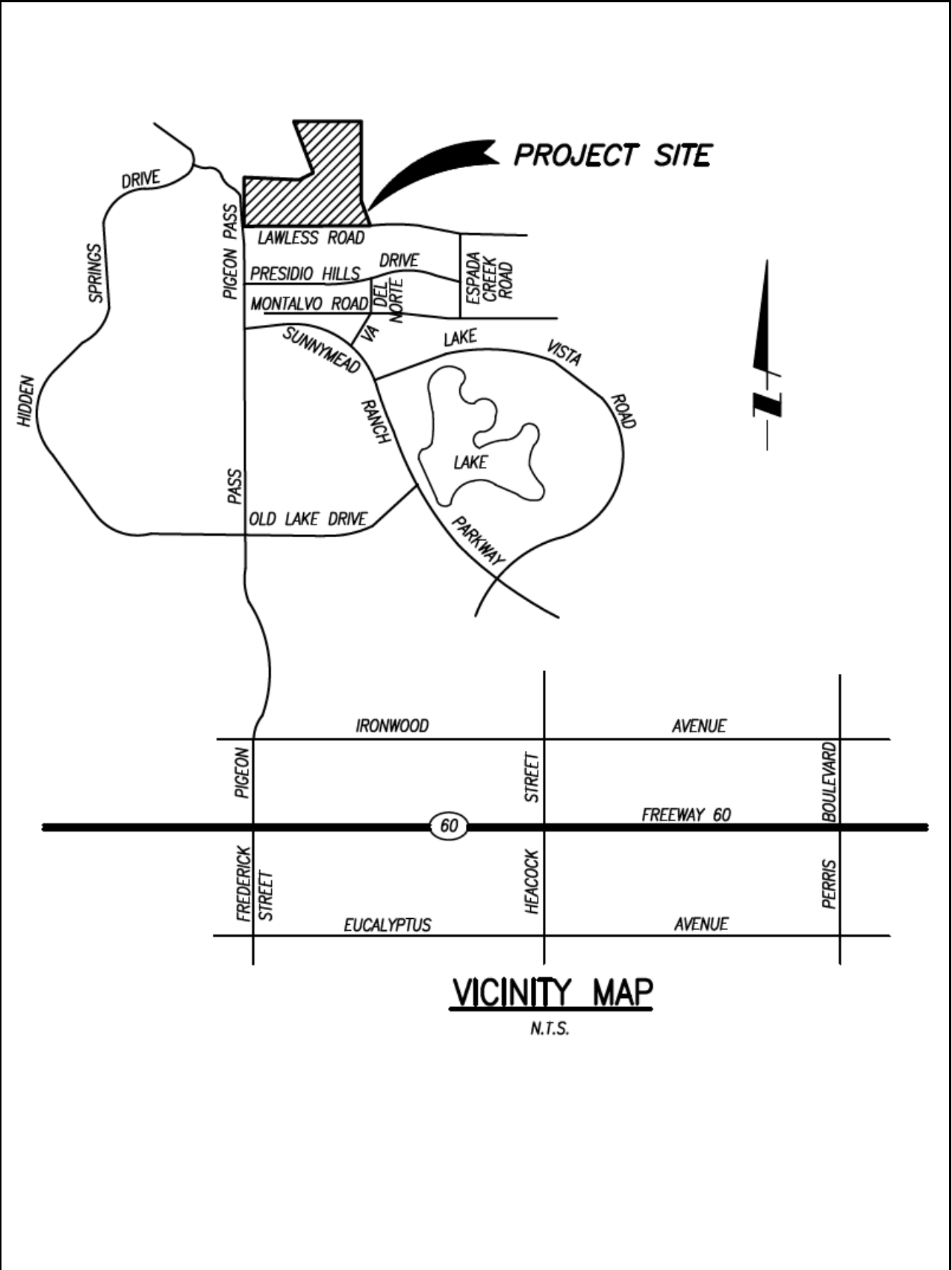


on the left hand side of this document for the necessary attachment.

- 1. 1 - Vicinity Map - TR 24203
- 2. 2 - Drainage Easement Deed (LGL23-0051)
- 3. 3 - Drainage Easement Legal & Plat

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 7:34 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 8:34 AM



VICINITY MAP
N.T.S.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

TR 24203

Attachment: 1 - Vicinity Map - TR 24203 (6602 : PEN 18-0145 (TR) 24203) APPROVE EASEMENT DEED FROM THE CSD TO KB HOME COASTAL,

Recording requested by and when recorded, mail to:
Public Works/Land Development Division
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
PEN18-0145 (LGL23-0051)
Portion of APN 259-260-083

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Moreno Valley Community Services District

GRANTOR(S) hereby grant(s) and convey(s) to KB Home Coastal, Inc., a California Corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for storm drain and/or drainage channel operation and maintenance purposes over, upon, and across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plat attached hereto and marked Exhibits "A", and "B" respectively. IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2024.

Grantor(s) Moreno Valley Community Services District – Executive Director

Signature(s)

Print Name

Attachment: 2 - Drainage Easement Deed (LGL23-0051) (6602 : PEN 18-0145 (TR) 24203) APPROVE EASEMENT DEED FROM THE CSD TO KB

EXHIBIT "A"
LEGAL DESCRIPTION
DRAINAGE EASEMENT

BEING A PORTION OF THAT CERTAIN GRANT DEED RECORDED FEBRUARY 06, 2014 AS DOCUMENT #2014-0052093, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 WEST, DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF LOT "M" OF TRACT NO. 24203, AS SHOWN BY MAP ON FILE IN BOOK 468 OF MAPS AT PAGES 49 THROUGH 58, INCLUSIVE THEREOF, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LAWLESS ROAD (66.00 FEET IN FULL WIDTH) AS SHOWN ON SAID TRACT 24203;

THENCE SOUTH 00°00'02" WEST ALONG THE WESTERLY LINE OF SAID GRANT DEED, A DISTANCE OF 125.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT "M" SAID CORNER ALSO BEING ON THE SOUTHERLY LINE OF SAID GRANT DEED;

THENCE SOUTH 89°59'58" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 85.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT EASTERLY 85.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID WESTERLY LINE;

THENCE NORTH 00°00'02" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 84.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 84.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID SOUTHERLY LINE;

THENCE NORTH 89°59'58" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 55.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT EASTERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID WESTERLY LINE;

THENCE NORTH 00°00'02" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 41.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID LAWLESS ROAD;

EXHIBIT "A"
LEGAL DESCRIPTION
DRAINAGE EASEMENT

THENCE NORTH 89°59'58" WEST ALONG SAID SOUTHERLY RIGHT OF WAY,
A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.19 ACRES, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



MICHAEL E. JOHNSON, L.S. 7673

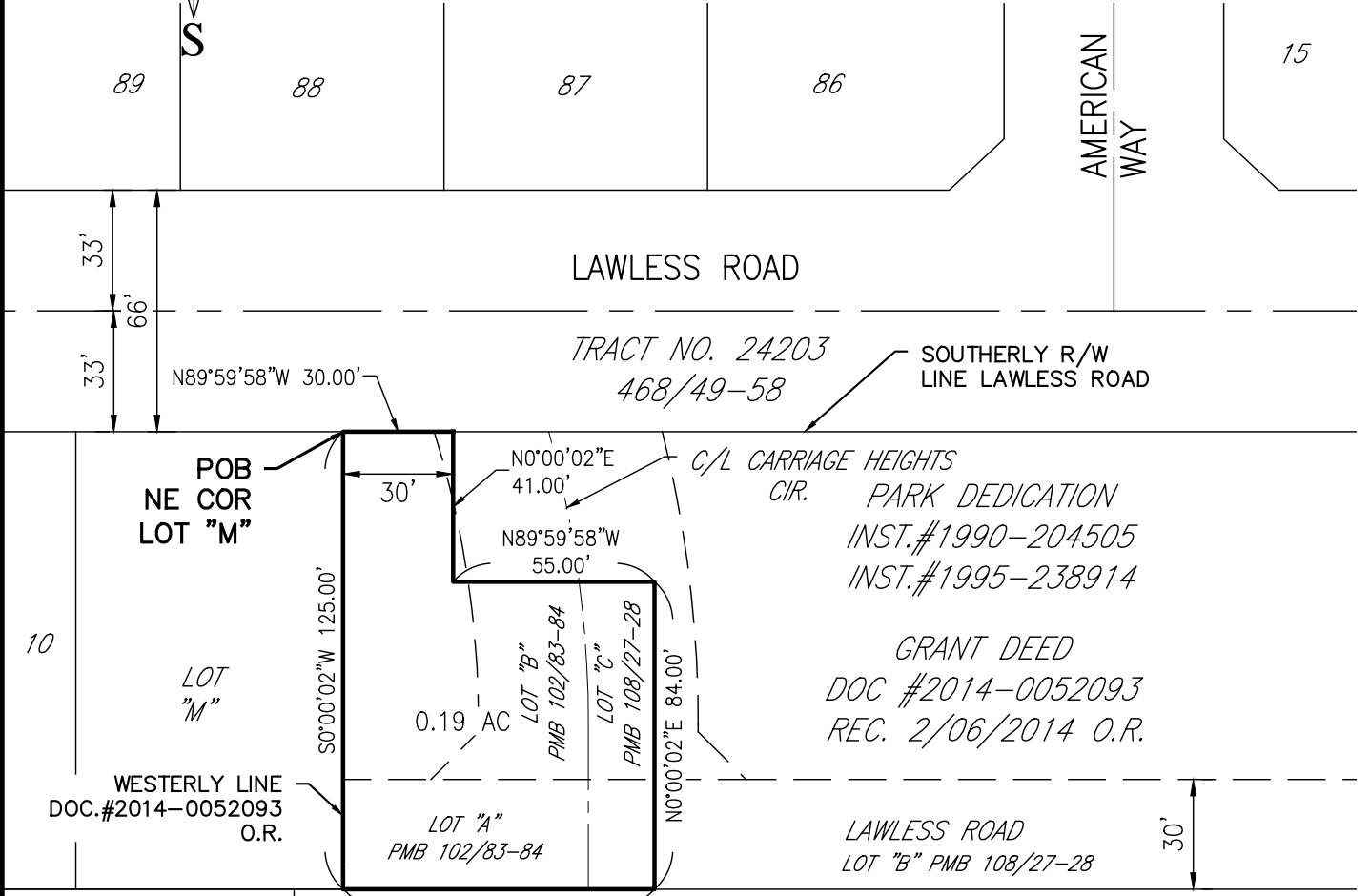
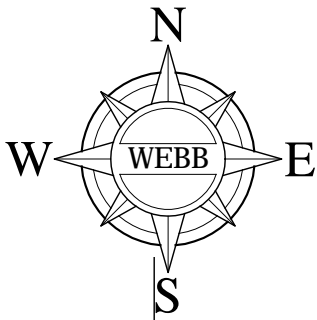
11/15/2023
DATE

PREPARED BY: AL
CHECKED BY: mg



Attachment: 3 - Drainage Easement Legal & Plat (6602 : PEN 18-0145 (TR) 24203) APPROVE EASEMENT DEED FROM THE CSD TO KB HOME

EXHIBIT "B" DRAINAGE EASEMENT



TRACT NO. 24203
468/49-58

SOUTHERLY R/W
LINE LAWLESS ROAD

C/L CARRIAGE HEIGHTS
CIR. PARK DEDICATION
INST.#1990-204505
INST.#1995-238914

GRANT DEED
DOC #2014-0052093
REC. 2/06/2014 O.R.

TR. NO. 23553-2
M.B. 305/90-92

79
AMENDED TR. NO. 23553-4
M.B. 332/91-96



11/15/2023

SEC. 24, T2S, R4W, SBM



CITY OF MORENO VALLEY

H:\2019\19-0124\Drawings\Mapping\Legals & Plats\19-0124 OFFSITE ESMTS.dwg 11/14/2023 8:34 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1
W.O. 19-0124

SCALE: 1"=50' DRWN BY ALR DATE 05/03/22
CHKD BY MJ DATE 05/03/22 SUBJECT: DRAINAGE EASEMENT

Attachment: 3 - Drainage Easement Legal & Plat (6602 : PEN 18-0145 (TR) 24203) APPROVE EASEMENT DEED FROM THE CSD TO KB HOME



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

AGENDA DATE: May 7, 2024

TITLE: AUTHORIZATION TO AWARD AN AGREEMENT WITH
 AMERICAN RAMP COMPANY FOR PUMP TRACK PARK
 CONSTRUCTION - PROJECT NO. 807 0058-3015

RECOMMENDED ACTION

Recommendations: That the City Council and CSD

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

1. Award an Agreement with American Ramp Company (ARC) for Pump Track Construction and Amenities Only – Project No. 807 0058-3015 and authorize the City Manager in the Capacity as Executive Director of the CSD Executive Director to execute an agreement in substantial conformance with the attached agreement in the not to exceed amount of \$1,600,00.00, and authorize the Executive Director to approve and execute any subsequent change orders subject to the budgetary amounts previously approved by Council as part of the adopted and/or amended budget processes and the approval of the City Attorney; and
2. Authorize the issuance of a Purchase Order (PO) to American Ramp Company in the amount of \$1,600,000.00 necessary for completing the construction of this project and process any necessary changes/amendments associated with this purchase order up to the budgetary amounts previously approved by Council as part of the adopted and/or amended budget processes.

3. Authorize a budget adjustment in the amount of \$876,132.00 as set forth in the Fiscal Impact section of this report to provide sufficient budget to complete the construction of the Pump Track and additional Biking amenities.

SUMMARY

This report recommends approval of an agreement with American Ramp Company (ARC) to provide Pump Track construction services for a new Pump Track and Biking amenities only as part of the overall park project for Morrison Park Expansion Phase 1 Improvements.

The pump track construction portion of this project will consist of two tracks, one for more advanced riders and one for younger and adaptive accessible riders. The footprint of the tracks would be approximately 25,000 square feet. Additional biking amenities included are an asphalt jump line with manufactured features and asphalt bicycle playground that will consist of ramps, obstacles, bridges, rollers and tunnel for all skill levels and the additive option of permeable rubberized pavement in the pump track drainage areas to increase durability and extend the warranty of the completed project.

This new pump track and biking amenities will mark several significant milestones:

- Largest Asphalt Pump Track (Velosolutions branded) in Southern California
- 1st Adaptive Pump Track in California
- 1st Asphalt Jump Line with manufactured features in California
- 1st Asphalt Bicycle Playground in California

These new park amenities are key to improving the quality of our park system and in providing a foundation for a healthy thriving community. The Pump Track Project (807 0058-3015) was previously approved by City Council as part of the Capital Improvement Plan FY 2021/22 & 2022/23.

DISCUSSION

City Staff identified a vacant City lot on the northeast corner of Morrison Street and Cottonwood Avenue as the most suitable location as it is centrally located and also previously identified for future expansion of Morrison Park.

The overall park project site improvements will include the new asphalt pump track along with a new parking lot, pre-fabricated restroom building, site lighting, site furnishings, and a walking trail that will connect the existing Morrison parking lot to the new parking lot and will be part of Morrison Park Expansion Phase 1 Improvements.

A pump track is a circuit of rollers, banked turns and features designed for bike riders using an up and down body movement generating the momentum to move around the track without pedaling or pushing. Pump Tracks are generally used by bikes but can be used by any type of non-motorized wheeled object. The pump track will be designed for multiple skill levels, with a large track for all skill levels and a smaller track for younger

or inexperienced riders to develop their skills and confidence. Staff determined the need for the smaller track once neighboring cities shared the feedback from parents that younger riders needed a track for their skill level.

The new park amenities in expanding Morrison Park are consistent with *Momentum MoVal*, the City Council’s strategic vision for Moreno Valley. The pump track will bring a new and unique recreation experience to Moreno Valley and will be a destination recreation feature for the City.

For the pump track design portion of this project, American Ramp Company (ARC) was selected as the initial provider of the conceptual design of the pump track and amenities. With the park site design moving forward, staff advertised a Request for Proposals Pre Qualifications (RFQ) process to identify potential pump track construction contractors that would be able to build the pump track and amenities. The RFQ process was publicly noticed and posted on January 4, 2024 and at the close of the process, only one qualified contractor had submitted the necessary documentation for evaluation.

American Ramp Company met all requirements and exemplified both the expertise and experience in constructing similar projects in the southern California region including pump tracks in City of Temecula, Menifee, Inglewood and for County of Riverside. Given the circumstance and lack of qualified pump track contractors, staff worked with City Attorney’s office and Purchasing Department could move forward with pre-qualifying ARC for the pump track and amenities construction portion of the project despite the lack of competitive bidders.

With ARC pre-qualified through the RFQ process, ARC provided their proposal for the construction of the pump track and bike trails that included all supplies, equipment, shipping & handling, sales tax, and bonding for a total of \$1,600,000. Given the current state of procurement and supply chain delays, staff is proposing the approval and authorization of a contract with ARC as soon as possible to ensure the ability to schedule the pump track construction as soon as the park site improvement design services have been completed.

Additional funds are available in the Development Impact Fees (DIF) funds and could be used towards closing the funding gap for this portion of the project.

Staff recommends the award of Pump Track Construction Services contract with American Ramp Company as they are deemed to be most qualified firm for completing the requested services.

The anticipated overall project schedule is as follows:

Begin Design of Pump Track and Park Site Improvements.....	January 2024
Complete Design.....	May 2024
Bid Docs for Park Improvements.....	June 2024
RFB for Park Site Improvements Construction.....	July 2024
Groundbreaking & Park Site Improvements Construction Begin	August 2024
Pump Track Construction Begin.....	January 2025

Construction End & Ribbon Cutting.....September 2025

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as this will allow for the completion of the construction of the Pump Track.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative which may delay the design and construction of much needed park amenities for the City.*

FISCAL IMPACT

Original Budget FY 23/24 \$1,211,495.00

Available Budget 807 0058-3015-99 (As of 3.20.24) \$ 723,868.00

Estimated Total Project Cost

- Pump Track Construction Only.....\$1,600,000.00

Additional Budget Request..... \$(876,132.00)

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 23/24 Budget	Proposed Adjustments	FY 23/24 Amended Budget
DIF-Park Improv.	2905	2905-99-95-92905-903015	Exp	\$346,456	\$876,132	\$1,222,588
PCS Cap Proj-Park Improv.	3015	3015-99-99-93015-802905	Rev	\$346,456	\$876,132	\$1,222,588
PCS Cap Proj-Park Improv.	3015	3015-50-57-80007-720199 807-0058-3015-99	Exp	\$1,211,495	\$876,132	\$2,087,627

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Allen Yun
Parks Project Manager

Department Head Approval:
Jeremy Bubnick
Parks & Community Services Director

Concurred By:
Patty Yhuit
PCS Admin & Financial Services Division Manager

CITY COUNCIL GOALS

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

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. Agreement Pump Track Construction-ARC
- 2. Public Works Construction Agreement - American Ramp Company - final (04.25.24)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/24 8:01 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/29/24 8:50 AM

Agreement No. _____

AGREEMENT**PROJECT NO. 807 0058
MORENO VALLEY PUMP TRACK**

THIS Agreement, effective as of the date signed by the Moreno Valley Community Services District by and between the Moreno Valley Community Services District, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **American Ramp Company**, hereinafter called the "Contractor."

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

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

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

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

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

- A. None

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

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Additive Alternate Bid Items, if any, set forth the Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Additive Alternate Bid Items, if any, awarded by the City is **One Million Six Hundred Thousand Dollars and Zero Cents** and **(\$1,600,000.00)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

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

5. CONTRACT TIME.

A. **Contract Time.** The Contract Time shall be **One Hundred Eighty (180) working days.**

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

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

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

- Submitting and obtaining approval of critical required submittals
- Obtaining an approved no fee Encroachment Permit

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

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

Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

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

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

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

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

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

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

shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

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

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

7. INSURANCE.

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

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

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

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

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno

Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives.

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

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

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

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property, and equipment, and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) The Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

- (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
- (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

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

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

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

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

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

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

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

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

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

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction

of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

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

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

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

any of the Work, pursuant to a direct or indirect contract with the Contractor (“Indemnity Claims”). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City’s premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor’s warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City’s Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor’s Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees’ Active Negligence.** Contractor’s obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee’s active negligence accounts

for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

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

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

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

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10. Contractor further agrees to ensure that each subcontractor will execute a separate Letter of Assent to the terms of the CWA if the total project cost is \$1,000,000 or more and will fully indemnify the City for any claims or losses which result from a Subcontractor's failure to adhere to the terms of the CWA on this project.

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

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

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

10.10. **CalPERS Indemnity.** To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONTRACTOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

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

12. **PREVAILING WAGES:** All work or services performed within the State of California pursuant to this Agreement by CONTRACTOR, CONTRACTOR's employees and independent contractors, or CONTRACTOR's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work

or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under the law, CONTRACTOR shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

CONTRACTOR and all of CONTRACTOR's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the project site where work is to be performed, in accordance with Labor Code Section 1773.2. CONTRACTOR shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the CONTRACTOR's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, CONTRACTOR shall forfeit to the CITY an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. CONTRACTOR and any and all or its subcontractors shall forfeit to the CITY twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of

properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

CONTRACTOR and all subcontractors hired to perform any work for the subject project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the CONTRACTOR or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. CONTRACTOR and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the CITY or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of CONTRACTOR's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Contractor must secure payment of compensation to all Contractor's employees. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

13. Civil Code Section 1542 Waiver. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not

independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

14. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONTRACTOR as an independent contractor of City and agents and employees of CONTRACTOR, and not as agents or employees of City. CONTRACTOR and City acknowledge and agree that City participates in a defined benefit plan (“CalPERS”), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

15. CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONTRACTOR who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONTRACTOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules or regulations.

16. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City’s employees, CONTRACTOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONTRACTOR or City files an appeal or court challenge, CONTRACTOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

17. 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. This Agreement shall be the controlling instrument, in the event of a dispute between this agreement and the attached proposal, this Agreement shall control and supersede the proposal in all aspects.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, a Municipal Corporation

CONTRACTOR

BY: _____
Mike Lee, Executive Director

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Parks & Community Services Director

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP

EXHIBIT A
PROJECT NO. 807 0058
MORENO VALLEY PUMP TRACK

Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com



JUMP LINES



HAMMOCK



BERM TURN



WALL RIDE 8



KICKER SLANT WALL 12



MAMA SNAKE 13



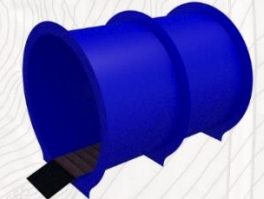
ROLLER 14



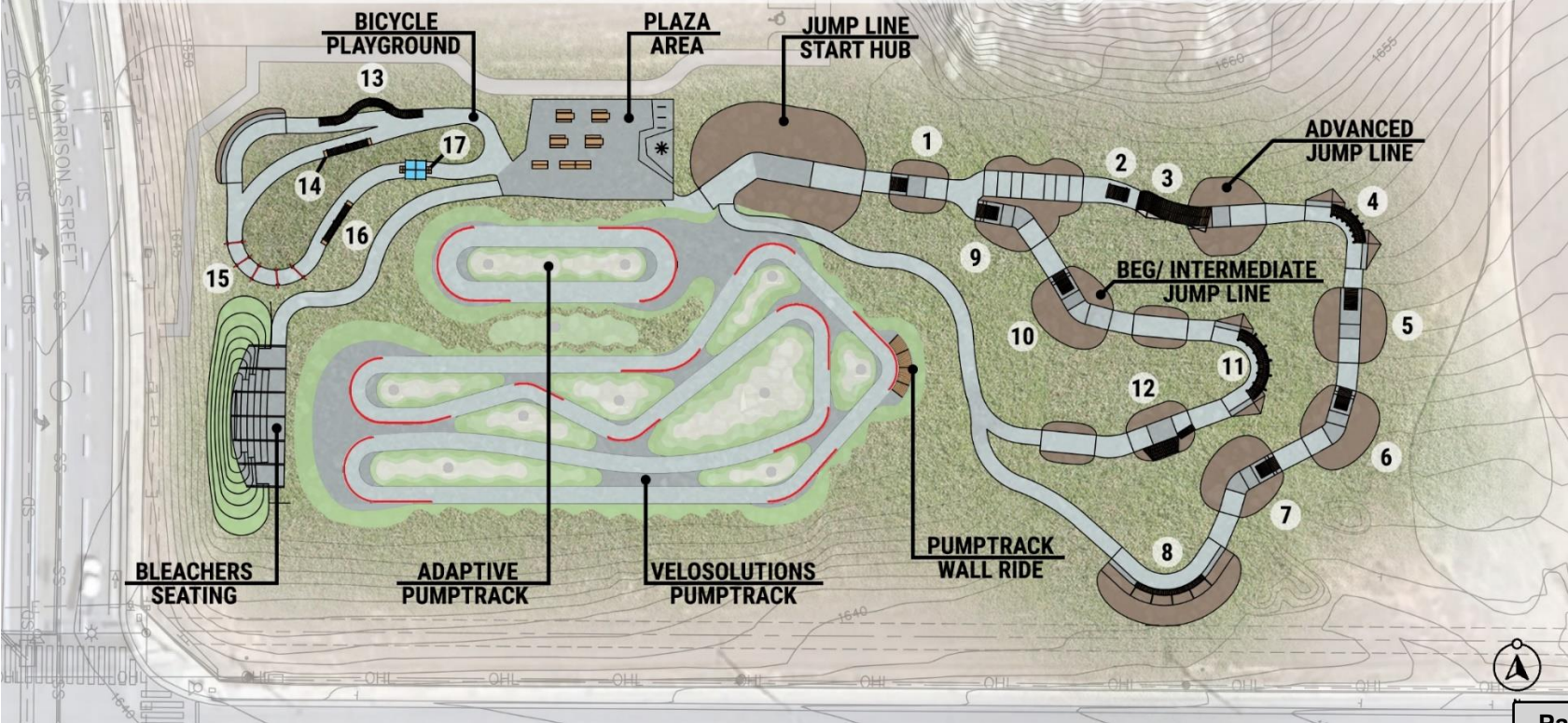
RINGS



A-FRAME 16



TUNNEL 17



Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com



Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP

FOB	Design #	Quote #
Moreno Valley, CA	8565	Q28356.1

<u>Equipment</u>	<u>Price</u>
Asphalt Pumptracks	\$862,000.00
P3 Permeable Pavement/Rock (Pumptrack)	\$122,000.00
Asphalt Jump Lines	\$469,000.00
Asphalt Bicycle Playground	\$103,000.00
Subtotal	\$1,556,000.00
7.75% Sales Tax (Goods/Supplies Only)	\$30,491.36
Total	\$1,586,491.36
Bonding	\$13,508.64
<u>GRAND TOTAL</u>	<u>\$1,600,000.00</u>

Add Alternates:

<u>Item #</u>	<u>Equipment</u>	
A	Artificial Turf Upgrade (Pumptrack)	\$30,000.00
B	Greenway Bike Skills Features	\$70,000.00
C	Gateway Arch	\$45,000.00

Notes:

- Includes PBR Equipment shipped & installed plus prevailing wage.
- Excludes entry plaza, seating/bleachers, walkways, signage, lights, landscaping, parking, restroom.
- Quote valid until April 30th 2024.

601 McKinley
 Joplin, MO 64801
 Toll-free 877-RAMP-778
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 Fax 417-206-6888
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SCOPE OF WORK

1.1 INCLUDES:

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site staking and layout
- Cutting and shaping grades within bike park footprint
- Place and install asphalt bike park and pump track tread
- Supply and installation of pre-engineered bike features
- Materials, supplies, and labor for custom bike features
- Sales taxes
- Prevailing wage rates
- Payment/performance bonds

1.2 EXCLUDES:

- Permits and any costs associated
- Fencing of any kind
- Landscaping
- Construction Documents, as-builts, fees and/or engineering and stamping
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind
- Signage
- Mass grading and/or material export
- Over excavation
- Any site demolition and haul-off of materials
- Anything not specifically mentioned in the "Includes" section

CONTRACTOR'S BONDS

Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP

Contractor's Bond
00600

BOND No. _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)
PROJECT NO. 807 0058
MORENO VALLEY PUMP TRACK**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 807 0058**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of this Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND No. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Contractor.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents.
- The Contractor's and Surety's corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP

City of Moreno Valley
Project No. 807 0058

BOND No. _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

**PROJECT NO. 807 0058
MORENO VALLEY PUMP TRACK**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 807 0060**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors, or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of this Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP

BOND No. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Contractor.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents.
- The Contractor's and Surety's corporate seal may be affixed here

Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement Pump Track Construction-ARC (6610 : AUTHORIZATION TO AWARD AN AGREEMENT WITH AMERICAN RAMP

Agreement No. _____

AGREEMENT**PROJECT NO. 807 0058
MORENO VALLEY PUMP TRACK**

THIS Agreement, effective as of the date signed by the Moreno Valley Community Services District by and between the Moreno Valley Community Services District, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **American Ramp Company**, hereinafter called the "Contractor."

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

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

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

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

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

- A. None

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

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Additive Alternate Bid Items, if any, set forth the Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Additive Alternate Bid Items, if any, awarded by the City is **One Million Six Hundred Thousand Dollars and Zero Cents** and **(\$1,600,000.00)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

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

5. CONTRACT TIME.

A. **Contract Time.** The Contract Time shall be **One Hundred Eighty (180) working days.**

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

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

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

- Submitting and obtaining approval of critical required submittals
- Obtaining an approved no fee Encroachment Permit

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

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

Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

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

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

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

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

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

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

shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

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

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

7. INSURANCE.

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

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

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

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

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno

Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives.

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

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

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

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property, and equipment, and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) The Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

- (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
- (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

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

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

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

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

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

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

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

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

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

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction

of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

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

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

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

any of the Work, pursuant to a direct or indirect contract with the Contractor (“Indemnity Claims”). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City’s premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor’s warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City’s Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor’s Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees’ Active Negligence.** Contractor’s obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee’s active negligence accounts

for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

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

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

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

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10. Contractor further agrees to ensure that each subcontractor will execute a separate Letter of Assent to the terms of the CWA if the total project cost is \$1,000,000 or more and will fully indemnify the City for any claims or losses which result from a Subcontractor's failure to adhere to the terms of the CWA on this project.

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

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

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

10.10. **CalPERS Indemnity.** To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONTRACTOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

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

12. **PREVAILING WAGES:** All work or services performed within the State of California pursuant to this Agreement by CONTRACTOR, CONTRACTOR's employees and independent contractors, or CONTRACTOR's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work

or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under the law, CONTRACTOR shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

CONTRACTOR and all of CONTRACTOR's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the project site where work is to be performed, in accordance with Labor Code Section 1773.2. CONTRACTOR shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the CONTRACTOR's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, CONTRACTOR shall forfeit to the CITY an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. CONTRACTOR and any and all or its subcontractors shall forfeit to the CITY twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of

properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

CONTRACTOR and all subcontractors hired to perform any work for the subject project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the CONTRACTOR or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. CONTRACTOR and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the CITY or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of CONTRACTOR’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Contractor must secure payment of compensation to all Contractor’s employees. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

13. Civil Code Section 1542 Waiver. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not

independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

14. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONTRACTOR as an independent contractor of City and agents and employees of CONTRACTOR, and not as agents or employees of City. CONTRACTOR and City acknowledge and agree that City participates in a defined benefit plan (“CalPERS”), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

15. CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONTRACTOR who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONTRACTOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules or regulations.

16. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City’s employees, CONTRACTOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONTRACTOR or City files an appeal or court challenge, CONTRACTOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

17. 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. This Agreement shall be the controlling instrument, in the event of a dispute between this agreement and the attached proposal, this Agreement shall control and supersede the proposal in all aspects.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, a Municipal Corporation

CONTRACTOR

BY: _____
Mike Lee, Executive Director

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
<u>Steven B. Quintanilla</u> City Attorney
<u>04/25/2024</u> Date
RECOMMENDED FOR APPROVAL:
_____ Parks & Community Services Director
_____ Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

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

Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN

EXHIBIT A
PROJECT NO. 807 0058
MORENO VALLEY PUMP TRACK

Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com



JUMP LINES



HAMMOCK



BERM TURN



WALL RIDE 8



KICKER SLANT WALL 12



MAMA SNAKE 13



ROLLER 14



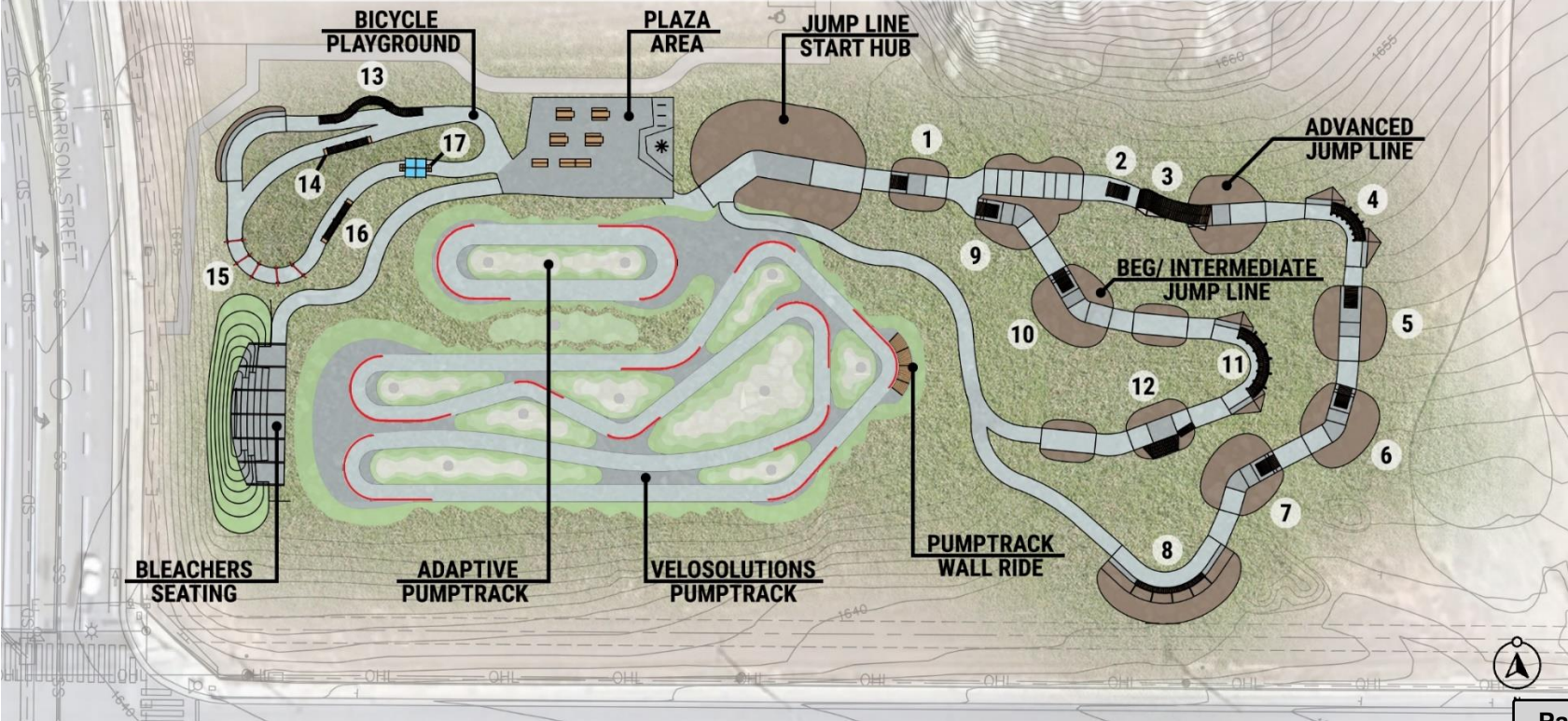
RINGS



A-FRAME 16



TUNNEL 17



Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 :

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com



Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN

FOB	Design #	Quote #
Moreno Valley, CA	8565	Q28356.1

<u>Equipment</u>	<u>Price</u>
Asphalt Pumptracks	\$862,000.00
P3 Permeable Pavement/Rock (Pumptrack)	\$122,000.00
Asphalt Jump Lines	\$469,000.00
Asphalt Bicycle Playground	\$103,000.00
Subtotal	\$1,556,000.00
7.75% Sales Tax (Goods/Supplies Only)	\$30,491.36
Total	\$1,586,491.36
Bonding	\$13,508.64
<u>GRAND TOTAL</u>	<u>\$1,600,000.00</u>

Add Alternates:

<u>Item #</u>	<u>Equipment</u>	
A	Artificial Turf Upgrade (Pumptrack)	\$30,000.00
B	Greenway Bike Skills Features	\$70,000.00
C	Gateway Arch	\$45,000.00

Notes:

- Includes PBR Equipment shipped & installed plus prevailing wage.
- Excludes entry plaza, seating/bleachers, walkways, signage, lights, landscaping, parking, restroom.
- Quote valid until April 30th 2024.

601 McKinley
 Joplin, MO 64801
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 Fax 417-206-6888
 sales@americanrampcompany.com



SCOPE OF WORK

1.1 INCLUDES:

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site staking and layout
- Cutting and shaping grades within bike park footprint
- Place and install asphalt bike park and pump track tread
- Supply and installation of pre-engineered bike features
- Materials, supplies, and labor for custom bike features
- Sales taxes
- Prevailing wage rates
- Payment/performance bonds

1.2 EXCLUDES:

- Permits and any costs associated
- Fencing of any kind
- Landscaping
- Construction Documents, as-builts, fees and/or engineering and stamping
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind
- Signage
- Mass grading and/or material export
- Over excavation
- Any site demolition and haul-off of materials
- Anything not specifically mentioned in the "Includes" section

CONTRACTOR'S BONDS

Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN

Contractor's Bond
00600

BOND No. _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)
PROJECT NO. 807 0058
MORENO VALLEY PUMP TRACK**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 807 0058**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of this Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND No. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20_____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Contractor.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents.
- The Contractor's and Surety's corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN

City of Moreno Valley
Project No. 807 0058

BOND No. _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

**PROJECT NO. 807 0058
MORENO VALLEY PUMP TRACK**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 807 0060**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors, or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of this Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN

BOND No. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Contractor.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents.
- The Contractor's and Surety's corporate seal may be affixed here

Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)
personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Public Works Construction Agreement - American Ramp Company - final (04.25.24) (6610 : AUTHORIZATION TO AWARD AN



Report to City Council

TO: Mayor and City Council

FROM: Kenneth Reichle, Chief of Police

AGENDA DATE: May 7, 2024

TITLE: ROAD CLOSURES FOR PUBLIC SAFETY EXPO

RECOMMENDED ACTION

Recommendation:

1. Authorize the road closure of the following streets between the hours of 6:00 a.m. and 4:00 p.m. on Saturday, May 18, 2024, to control traffic and promote safety for Public Safety Expo attendees and staff:
 - a. Calle San Juan de Los Lagos between Frederick St. and Veterans Way
 - b. Corporate Way between Calle San Juan de Los Lagos and Resource Way
 - c. Veterans Way between Newhope St. and Goldencrest Dr.

SUMMARY

The City's Public Safety Expo, managed by the Parks & Community Services Department, will occur on Saturday, May 18, 2024, from 10:00 a.m. to 2:00 p.m. To keep event attendees and staff safe, the Moreno Valley Police Department will effectuate the closure of necessary streets and street sections and provide deputies to maintain traffic control and security.

DISCUSSION

The Public Safety Expo will take place on Calle San Juan de Los Lagos. The Public Safety Expo showcases many of the resources available to the City of Moreno Valley and provides an opportunity for residents to meet and interact with law enforcement and fire protection personnel. The event is interactive with hands-on exhibits, demonstrations, music, and food vendors.

As part of the Public Safety Expo planning process, businesses potentially impacted by

the street closures received written notification of the scheduled street closures that were sent on January 31, 2024. The notices were also hand-delivered on April 8, 2024. The Moreno Valley Police Department will notify the Moreno Valley Fire Department, American Medical Response, and the Riverside Transit Authority of the road closures, if approved.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report.
Staff recommends this alternative as it promotes the safety of staff and participants.
2. Disapprove and authorize the recommended actions as presented in this staff report.
Staff does not recommend this alternative.

FISCAL IMPACT

The adopted FY 2023/24 Police Department operating budget will absorb the cost for all proposed street closures, traffic control, and security costs.

NOTIFICATION

A notice of the street closures was delivered to affected businesses.

PREPARATION OF STAFF REPORT

Prepared By:
Shanna Palau
Public Safety Contracts Administrator

Department Head Approval:
Captain Kenneth Reichle
Police Chief

Concurred By:
Melissa Walker
Public Works Director / City Engineer

Concurred By:
Jeremy Bubnick
Parks and Community Services Director

Concurred By:
Howard Hibbler
Police Lieutenant, Traffic Division

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.

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”



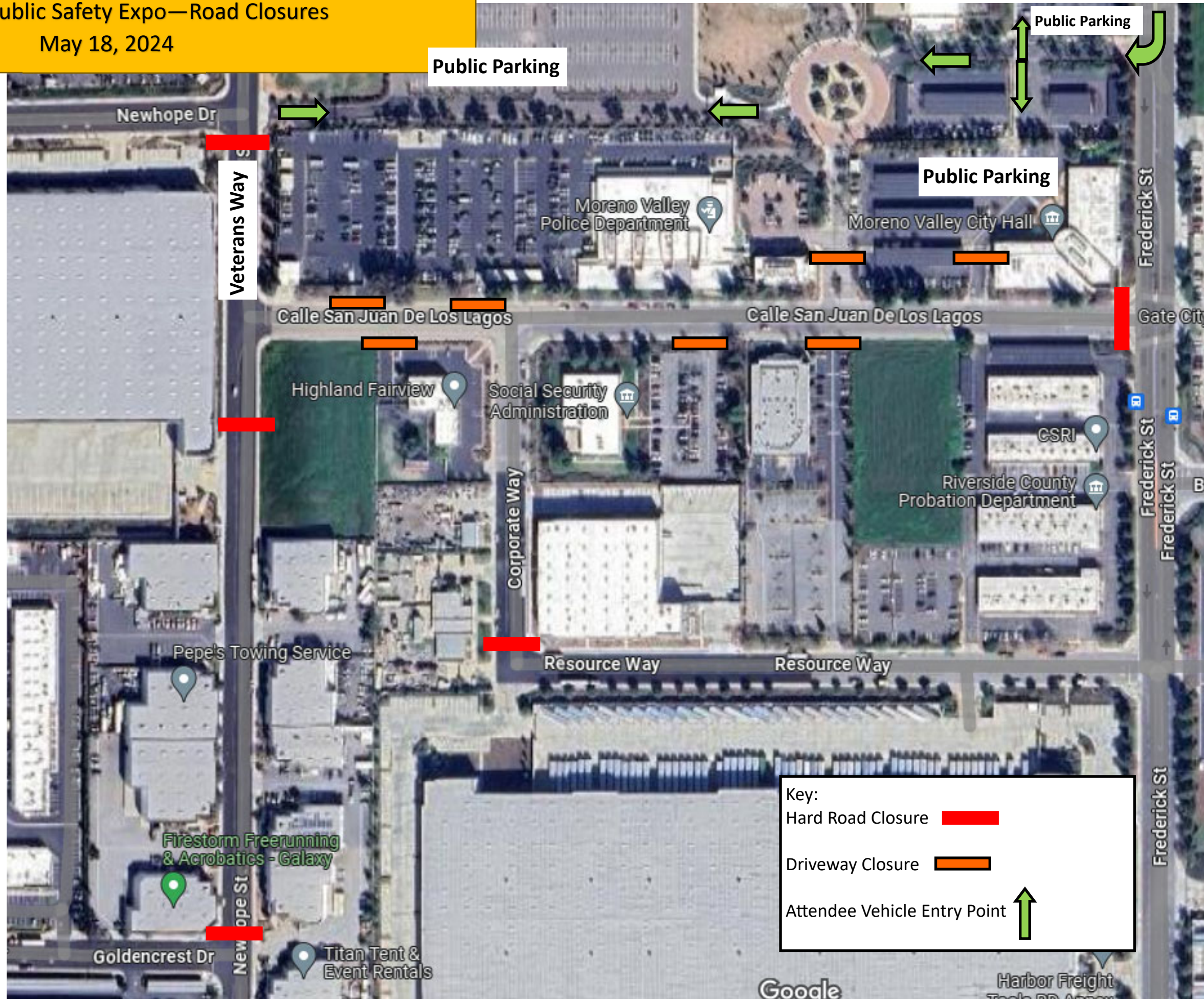
on the left hand side of this document for the necessary attachment.

- 1. Public Safety Expo 2024 - Road Closures - Layout

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/24 8:11 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/29/24 8:52 AM

2024 Public Safety Expo—Road Closures
May 18, 2024



Attachment: Public Safety Expo 2024 - Road Closures - Layout (6621 : ROAD CLOSURES FOR PUBLIC SAFETY EXPO)



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: May 7, 2024

TITLE: ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2024/25 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution 2024-XX to establish a Citywide Pavement Rehabilitation Project List for submission to the California Transportation Commission for Fiscal Year 2024/25 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.

SUMMARY

This report recommends the adoption of a Resolution approving a list of street segments for pavement rehabilitation for submission to the California Transportation Commission (CTC) to receive funding from the Road Repair and Accountability Act of 2017, Senate Bill (SB 1) for Fiscal Year 2024/25.

DISCUSSION

On April 28, 2017, the Governor signed SB 1 to address basic road maintenance, rehabilitation, and critical safety needs on state highways as well as local streets and roads. Funds are generated via fuel excise taxes and vehicle registration fees and a portion is allocated by formula to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects. Roadway maintenance remains a top priority for the City Council.

Prior to receiving the annual allocation of the formula-based SB 1 funds, local agencies must submit a project list to the CTC prior to July 1, 2024. The project list must include a description and the location of each street segment, a proposed schedule for project completion, and the estimated useful life of the improvements. The project list does not limit the flexibility of an eligible city to fund projects in accordance with local needs and priorities so long as the projects are consistent with SB 1 funding priorities.

In addition to submitting a proposed list of projects to the CTC for approval, to remain eligible for SB 1 funds, local agencies are required to:

- Submit annual documentation regarding completed projects.
- File an annual report of expenditures for street or road purposes with the State Controller's Office.
- Sustain a Maintenance of Effort (MOE).
- Follow guidelines developed by the California Workforce Development Board that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs.

The City is scheduled to receive an estimated \$5.3 million in SB 1 funding in Fiscal Year 2024/25. With the recent historical investment by City Council of \$50M over the past two years, and the current \$20M in the current budget cycle, there is still roughly \$200M of critically deferred maintenance needs.

The street segments selected for the FY 2024/25 Project List are part of the updated Five-Year Pavement Management Look-Ahead Plan which is concurrently presented to the City Council in this meeting in a separate agenda item for approval. In the effort to maximize the available budget, additional street segments from this Five-Year Look-Ahead Plan are to be included in the Project List as additive bids but may not be constructed dependent upon bids received.

For the proposed segments, staff recommends that the City Council authorize the Public Works Director/City Engineer to make minor modifications to the limits of work on individual street segments to accommodate any latest changes in private property development or other conflicting Capital Improvement Plan projects that may arise prior to bidding the project for construction. Additionally, staff also recommends authorizing the Public Works Director/City Engineer to make minor modifications to comply with any changes in the CTC procedures or forms to avoid delays.

Consistent with the approved *Momentum MoVal* Strategic Plan, staff is taking proactive steps to create an ongoing annual pavement preservation program with a similar level of efforts in roadway maintenance.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *This alternative will allow timely Submission of the Project List for SB 1 for Fiscal Year 2024/25 funding and the City to continue receiving SB 1 funding for citywide street pavement rehabilitation work.*

2. *Do not approve the recommended actions as presented in this staff report and provide alternate direction to staff. This alternative may prevent the City from receiving of SB 1 funding for Fiscal Year 2023/24 and delay use of State funding to meet the Council's priority to enhance the condition of City's roadways.*

FISCAL IMPACT

There is no fiscal impact for the recommended action items.

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the areas affected by the pavement rehabilitation will be notified in a timely manner prior to the start of construction work.

PREPARATION OF STAFF REPORT

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

Department Head Approval:
Melissa Walker, P.E.
Public Works Director/ City Engineer

Concurred By:
Harold Zamora, 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.

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. FY 24.25 SB 1 Project List Resolution

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/24 7:53 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/29/24 8:48 AM

RESOLUTION NO. 2024-XX**CITY OF MORENO VALLEY****RESOLUTION ADOPTING A LIST OF PROJECTS FOR
FISCAL YEAR 2024/25 FUNDED BY****SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, is to receive an estimated \$5.3 million in RMRA funding in Fiscal Year 2024/25 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities, capital improvement needs, and the project list; and

WHEREAS, the City used several key criteria and a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 105 street segments throughout the City this fiscal year and secure the implementation of similar needed projects into the future; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in “lower risk” conditions This revenue will help the City increase the overall quality of its street network and over the next decade will bring the street network up to an acceptable condition; and

WHEREAS, the SB 1 Project List and overall investment in the City local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City, State of California, as follows:

1. The foregoing recitals are true and correct.
2. Exhibit A is the list of newly proposed projects that will be funded in-part or solely with Fiscal Year 2024/25 Road Maintenance and Rehabilitation Account revenues.

APPROVED AND ADOPTED this 7th day of May, 2024.

 Ulises Cabrera
 Mayor
 City of Moreno Valley

ATTEST:

 Jane Halstead, City Clerk

APPROVED AS TO FORM:

 Steve Quintanilla, City Attorney

2
 Resolution No. 2024-XX
 Date Adopted: May 7, 2024

Attachment: FY 24.25 SB 1 Project List Resolution [Revision 2] (6556 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR FY

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California,do hereby certify that Resolution No 2024-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of May, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

JANE HALSTEAD, CITY CLERK

(SEAL)

Exhibit A

CITY OF MORENO VALLEY FISCAL YEAR 2024/2025 PROJECT LIST										
No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Start/Completion Date	Anticipated Useful Life	
<i>Citywide Pavement Rehabilitation Program FY 24/25 Project</i>										
Arterial and Collector Streets	1	Hubbard Street	Kalmia Avenue	North End	45	9,000	Pavement Surface Overlay	\$350,000	Start Date: 7/1/2024 Complete Date: 12/30/2025	10+ Years for Surface Replacement 5-10 Years for Local Repairs/ Crack Seal/ Slurry Seal
	2	Cottonwood Avenue	Day Street	Elsworth Street	50	n/a	Pavement Surface Overlay	\$450,000		
	3	Dracaea Avenue	Indian Street	Perris Boulevard	57	n/a	Pavement Surface Replacement	\$250,000		
	4	Eucalyptus Avenue	Towngate Boulevard	Graham Street	63	n/a	Pavement Surface Overlay	\$650,000		
	5	Krameria Avenue	Lasselle Street	Cahuilla Drive	50	2,500	Pavement Surface Overlay	\$450,000		
	6	Perris Boulevard	Delphinium Avenue	John F. Kennedy Drive	25	30,200	Pavement Surface Replacement	\$300,000		
	7	Skyland Drive	Hubbard Street	East End	35	26,000	Local Repairs/ Crack Seal & Slurry Seal	\$25,000		
Residential Streets	8	Adeline Avenue	Eucalyptus Avenue	North End	60	n/a	Pavement Surface Replacement	\$70,000	Start Date: 7/1/2024 Complete Date: 12/30/2025	10+ Years for Surface Replacement 5-10 Years for Local Repairs/ Crack Seal/ Slurry Seal
	9	Atwood Avenue	Heacock Street	Perris Boulevard	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$100,000		
	10	Black Way	Postal Avenue	Sunymead Boulevard	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$12,000		
	11	Edgemont Street	Eucalyptus Avenue	Cottonwood Avenue	68	n/a	Pavement Surface Replacement	\$250,000		
	12	Helmsdale Street	Atwood Avenue	South End	58	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$10,000		
	13	Memorial Way	Town Circle	Eucalyptus Avenue	61	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$90,000		
	14	Postal Avenue	Heacock Street	East End	66	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$45,000		
	15	Airosa Place	Tarara Drive	Mendoza Road	65	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$15,000		
	16	Breezy Meadow Court	Quailglen Road	East End	60	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$20,000		
	17	Breezy Meadow Drive	Stony Creek Way	Quailglen Road	58	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$50,000		
	18	Cedar Tree Drive	Redbark Drive	Pine Filed Drive	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$15,000		
	19	Elm Filed Drive	Hazelwood Drive DR	Oak Field Drive	60	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		
	20	Grass Valley Circle	Breezy Meadow Court	North End	58	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$2,000		
	21	Hzaelwood Drive	Cedar Tree Drive DR	Pine Filed Drive	66	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$30,000		
	22	High Meadow Drive	Lake Valley Drive	Village Road	69	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
	23	Lake Valley Drive	Breezy Meadow Court	Shady Glade Road	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$25,000		
	24	Mallorca Way	Mendoza Road	Village Road	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
	25	Mendoza Drive	Tonada Lane	Tonada Lane	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$50,000		
	26	Milkweed Way	Ridgefield Terrace	Village Road	64	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
	27	Milkwood Drive	Village Road	Cedar Tree Drive DR	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$3,000		

Attachment: FY 24.25 SB 1 Project List Resolution [Revision 2] (6556 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR FY

No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
28	Mohave Court	Breezy Meadow Drive	North End	63	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$7,000	Start Date: 7/1/2024 Complete Date: 12/30/2025	10+ Years for Surface Replacement 5-10 Years for Local Repairs/ Crack Seal/ Slurry Seal
29	Oak Filed Drive	Elm Field Drive	Hazelwood Drive DR	58	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$12,000		
30	Oak Knoll Drive	Hazelwood Drive DR	Redbark Drive	67	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
31	Pine Field Drive	Cedar Tree Drive DR	Redbark Drive	63	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$22,000		
32	Poppy Field Circle	Breezy Meadow Court	End	65	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$2,000		
33	Poppy Meadow Drive	Mendoza Road	Lake Valley Drive	66	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$9,000		
34	Portofino Way	Village Road	Mendoza Drive	58	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
35	Quailglen Road	Lake Valley Drive	Breezy Meadow Court	58	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		
36	Redbark Drive	Village Road	Pine Filed Drive	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$45,000		
37	Ridgefield Terrace	Stony Creek Way	Breezy Meadow Drive	52	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$20,000		
38	Rose Meadow Court	Quailglen Road	West End	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
39	Shady Glade Road	Breezy Meadow Court	Lake Valley Drive	60	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		
40	Stony Creek Way	Breezy Meadow Drive	Ridgefield Terrace	57	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$13,000		
41	Sweet Clover Circle	Breezy Meadow Drive	East End	61	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$4,000		
42	Teakwood Circle	Hazelwood Drive DR	North End	60	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$3,000		
43	Tarara Drive	Mendoza Drive	Mendoza Road	57	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$16,000		
44	Tonada Lane	Mendoza Drive	Mendoza Road	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$12,000		
45	Village Road	Sunnymead Ranch Parkway	Sunnymead Ranch Parkway	66	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$72,000		
46	Bluewood Place	Sandy Glade Avenue	North End	48	n/a	Pavement Surface Replacement	\$12,000		
47	Green Glen Street	Sandy Glade Avenue	North End	51	n/a	Pavement Surface Replacement	\$45,000		
48	Roseleaf Place	Green Glen Street	North End	50	n/a	Pavement Surface Replacement	\$40,000		
49	Sagewood Place	Sandy Glade Avenue	North End	47	n/a	Pavement Surface Replacement	\$12,000		
50	Sandy Glade Avenue	Heacock Street	Davis Street	45	n/a	Pavement Surface Replacement	\$95,000		
51	Badger Springs Trail	Heacock Street	Davis Street	50	n/a	Pavement Surface Overlay	\$65,000		
52	Antilles Drive	Aruba Place	Argonaut Drive	66	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$20,000		
53	Argonaut Drive	Antilles Drive	Rio Hondo Drive	45	n/a	Pavement Surface Overlay	\$55,000		
54	Aruba Place	Ericson Drive	North End	42	n/a	Pavement Surface Overlay	\$98,000		
55	De Soto Place	Stoneybrook Drive	North End	65	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$10,000		
56	Edelweiss Place	North End	Stoneybrook Drive	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$10,000		

Residential Streets

Attachment: FY 24.25 SB 1 Project List Resolution [Revision 2] (6556 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR FY

No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
57	Ericson Drive	Magellan Drive	Rio Grande Drive	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$35,000	Start Date: 7/1/2024 Complete Date: 12/30/2025	10+ Years for Surface Replacement 5-10 Years for Local Repairs/ Crack Seal/ Slurry Seal
58	Magellan Drive	Stoneybrook Drive	Ericson Drive	50	n/a	Pavement Surface Overlay	\$80,000		
59	Rio Grande Drive	John F. Kennedy Drive	North End	51	n/a	Pavement Surface Overlay	\$160,000		
60	Rio Hondo Drive	Rio Grande Drive	Cactus Avenue	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$25,000		
61	Stoneybrook Drive	Rio Grande Drive	Magellan Drive	55	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$18,000		
62	Andalusian Court	Calico Lane	South End	52	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		
63	Arabian Court	East End	Bronco Lane	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$4,000		
64	Blazer Court	East End	Tack Lane	60	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		
65	Bronco Lane	Cremello Way	Rojo Tierra	57	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$4,000		
66	Calico Lane	Cleveland Bay Way	Andalusian Court	61	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$22,000		
67	Cavalcade Drive	Cremello Way	Equestrain Way	60	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$55,000		
68	Chapparral Way	Saddlebred Lane	Holstein Drive	57	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$38,000		
69	Charismatic Court	Cremello Way	East End	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		
70	Citation Circle	Riva Ridge Drive	End	66	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
71	Cleveland Bay Way	Cremello Way	Filly Lane	64	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$22,000		
72	Clydesdale Lane	West End	East End	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$55,000		
73	Colt Way	Stallion Road	Clydesdale Lane	66	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$40,000		
74	Coronet Circle	Withers Way	West End	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		
75	Cremello Way	Rojo Rierra	Lasselle Street	64	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$42,000		
76	Dartmoor Circle	Stallion Road	North End	57	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$6,000		
77	Equestrian Way	Riva Ridge Drive	Kentucky Derby Drive	63	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$11,000		
78	Filly Lane	Cleveland Bay Way	Fox Trot Lane	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$6,000		
79	Fot Trot Lane	Filly Lane	Shetland Lane	67	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$20,000		
80	Funny Cide Court	Equestrain Way	North End	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$3,000		
81	Galt Way	Withers Way	Lasselle Street (NB)	64	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
82	Gleding Way	Mare Lane	Krameria Avenue	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$13,000		
83	Hackney Court	Clydesdale Lane	South End	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
84	Haflinger Court	Tack Lane	East End	64	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
85	Holstein Drive	Via Xavier	Tack Lane	60	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		

Residential Streets

Attachment: FY 24.25 SB 1 Project List Resolution [Revision 2] (6556 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR FY

	No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
Residential Streets	86	Keentucky Derby Drive	Lasselle Street	North End	65	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$25,000	Start Date: 7/1/2024 Complete Date: 12/30/2025	10+ Years for Surface Replacement 5-10 Years for Local Repairs/ Crack Seal/ Slurry Seal
	87	Lipizzaner Lane	Withers Way	Colt Way	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
	88	Mare Lane	Quarter Horse Road	Gelding Way	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$10,000		
	89	Mustang Court	Welsh Court	East End	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
	90	Percheron Circle	Cleveland Bay Way	East End	61	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$7,000		
	91	Pinto Court	Bronco Lane	East End	57	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$6,000		
	92	Quarter Horse Road	Mare Lane	Krameria Avenue	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$13,000		
	93	Riva Ridge Drive	Spectacular Bid Road	South End	63	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$21,000		
	94	Rojo Tierra	Lasselle Street	Cremello Way	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$12,000		
	95	Saddlebred Lane	Tack Lane	Chapparal Way	57	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
	96	Shetland Lane	Fox Trot Lane	Colt Way	59	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$8,000		
	97	Spectacular Bid Road	Cremello Way	Riva Ridge Drive	63	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$5,000		
	98	Spirit Road	Krameria Avenue	Stallion Road	57	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$25,000		
	99	Stallion Road	Spirit Road	Dartmoor Circle	65	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$16,000		
	100	Tack Lane	Saddlebred Lane	Via Xavier	67	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$22,000		
	101	Unbridled Circle	Cremello Way	East End	66	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$10,000		
102	Via Xavier	Cremello Way	Lasselle Street	56	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$32,000			
103	Welsh Court	Stallion Road	East End	61	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$15,000			
104	Withers Way	Via Xavier	North End	63	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$18,000			
105	Yearling Court	Bronco Lane	East End	62	n/a	Local Repairs/ Crack Seal & Slurry Seal	\$6,000			
						TOTAL	\$5,000,000			

Attachment: FY 24.25 SB 1 Project List Resolution [Revision 2] (6556 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR FY



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: May 7, 2024

TITLE: APPROVE MEASURE A LOCAL STREETS AND ROADS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2024/25 TO 2028/29

RECOMMENDED ACTION

1. Approve and authorize submittal of the City of Moreno Valley's Measure A Local Streets and Roads Five-Year Capital Improvement Plan for Fiscal Years 2024/25 to 2028/29 and Maintenance of Effort Certificate for Fiscal Year 2024/25 to the Riverside County Transportation Commission; and
2. Authorize the Director of Public Works/City Engineer to submit an annual amended five-year plan to the Riverside County Transportation Commission if changes are made to the listed Measure A projects.

SUMMARY

This report recommends approval of the City of Moreno Valley's Measure A Local Streets and Roads Five-Year Capital Improvement Plan (CIP) for Fiscal Years 2024/25 to 2028/29 (Plan) and Maintenance of Effort (MOE) Certification for Fiscal Year 2024/25. Annual submission of the Measure A Plan and MOE to the Riverside County Transportation Commission (RCTC) is required for continued receipt of Measure A funds. The approval of the attached Plan does not obligate any Measure A expenditures.

DISCUSSION

Measure A is a major funding source for transportation infrastructure improvements and operational elements of the Public Works Department. The City is scheduled to receive \$6,392,000 in Measure A revenue by Fiscal Year (FY) 2023/24 year-end and an estimated \$6,367,000 in funding for FY 2024/25.

RCTC requires local jurisdictions to submit an annual five-year CIP, which includes a Project Status Report for FY 2023/24 Measure A funded CIP projects, for continued receipt of Measure A Local Streets and Roads funds. The projects are included in the Measure A Five-Year CIP to satisfy RCTC Ordinance No. 02-001, and only Measure A funded projects are required to be reported. City staff forwards amended Measure A project lists to RCTC when necessary. The purpose of this report is to document progress to date on engineering, right-of-way acquisition, construction, and anticipated project completion dates. The approval of the attached Plan does not obligate any Measure A expenditures.

The projects on the attached Plan are already part of the City Council approved CIP Budget or Operating Budget. No new projects are proposed with this action. The CIP projects listed in this Plan are recommended to move forward to ensure outside funding sources with deadlines (e.g. grants) are not lost and to avoid delays that would otherwise increase project costs. Additionally, the operational elements listed on the attached Plan ensure critical Public Works items (e.g. traffic signage and markings) continue.

RCTC Ordinance No. 02-001 also requires the City to provide an executed MOE Certification Statement indicating that Measure A funds will not replace local discretionary funds used for the City's transportation issues but will be in addition to the City's funds for transportation purposes. The City's MOE base year amount, approved by the RCTC at its July 2011 meeting, is \$1,459,153. The MOE requirement is met by the Public Works Department General Fund operating budgets.

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

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. RCTC requires all cities within its jurisdiction to submit a plan by April 29, 2024. *This alternative allows the City to continue receiving Measure A revenue annually to fund significant roadway and other transportation-related infrastructure improvements.* Staff recommends this action.
2. Do not approve and authorize the recommended actions as presented in this staff report. *Since RCTC requires jurisdictions to submit a plan by April 29, 2024, in order to continue to receive Measure A funds, this alternative jeopardizes a significant revenue stream for the City, affecting the ability to deliver critical transportation-related infrastructure improvements.* Staff does not recommend this action.

FISCAL IMPACT

The timely approval and submittal of the Measure A Five-Year CIP by April 29, 2024, ensures continued receipt of Measure A funds for FY 2024/25. City staff will forward an amended Measure A project list to RCTC if there are any changes throughout FY 2024/25. Measure A funds can only be used for transportation infrastructure improvement related purposes.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Capital Projects Principal Engineer

Department Head Approval:
Melissa Walker, P.E.
Public Works Director / City Engineer

Concurred By:
Harold Zamora, P.E.
Engineering Division Manager/ Assistant City Engineer

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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

1. FY 2024/25 Measure A MOE Certification Statement - Moreno Valley

2. FY 2024/25 - 2028/29 Measure A CIP and FY 2023/24 Project Status

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 7:18 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 8:29 AM

FY 2024/25

MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

The undersigned agrees and certifies for the city of Moreno Valley (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of \$1,459,153, approved by the Commission at its July 13, 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction of loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____

CITY MANAGER

ATTEST:

SECRETARY

Attachment: FY 2024/25 Measure A MOE Certification Statement - Moreno Valley [Revision 1] (6586 : ANNUAL MEASURE A (RCTC) FIVE-YEAR



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2024/25

Agency: Moreno Valley
Prepared by: Ashley Aparicio
Phone #: (951) 413-3023
Date: 3/19/2024

FY 2022/23 Audited Measure A Balance:	\$8,545,000
FY 2023/24 Measure A Revenue	\$6,392,000
Less: FY 2023/24 Project Status Report Expenses:	\$5,772,900
	<hr/>
Estimated Prior Year Measure A Balance:	\$9,164,200
Estimated FY 2024/25 Measure A Allocation:	\$6,367,000
	<hr/>
Estimated Measure A Available for FY 2024/25 Projects:	\$15,531,200

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2025-01	2020 Refunding of TRIP COP 13A	Debt Service	\$404,685	\$404,685
2025-02	Fixed Charges/ Indirect Cost	Administrative Overhead/Indirect Costs	\$245,711	\$245,711
2025-03	Public Works - Capital Projects Program Budget	Administrative Overhead/Indirect Costs	\$209,046	\$209,046
2025-04	Public Works - Citywide Sign/Striping	Maintenance/Operation(s)	\$896,848	\$896,848
2025-05	Public Works - Right of Way Maintenance	Maintenance/Operation(s)	\$647,370	\$647,370
2025-06	Transfers to 2014 Refunding Lease Revenue Bonds	Debt Service	\$965,198	\$965,198
2025-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	\$60,000	\$60,000
2025-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	\$80,000	\$80,000
2025-09	ITS Master Plan Update	Traffic Signal(s)	\$400,000	\$400,000
		Total:	\$3,908,858	\$3,908,858

Attachment: FY 2024/25 - 2028/29 Measure A CIP and FY 2023/24 Project Status (6586 : ANNUAL MEASURE A (RCTC) FIVE-YEAR CAPITAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2025/26

Agency: Moreno Valley
Prepared by: Ashley Aparicio
Phone #: (951) 413-3023
Date: 3/19/2024

Estimated Prior Year Measure A Balance: \$11,622
 Estimated FY 2025/26 Measure A Allocation: \$6,494,1
 Estimated Measure A Available for FY 2025/26 Projects: \$18,116

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2026-01	2020 Refunding of TRIP COP 13A	Debt Service	\$404,685	\$404,685
2026-02	Fixed Charges/ Indirect Cost	Administrative Overhead/Indirect Costs	\$245,711	\$245,711
2026-03	Public Works - Capital Projects Program Budget	Administrative Overhead/Indirect Costs	\$209,046	\$209,046
2026-04	Public Works - Citywide Sign/Striping	Maintenance/Operation(s)	\$896,848	\$896,848
2026-05	Public Works - Right of Way Maintenance	Maintenance/Operation(s)	\$647,370	\$647,370
2026-06	Transfers to 2014 Refunding Lease Revenue Bonds	Debt Service	\$965,198	\$965,198
2026-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	\$60,000	\$60,000
2026-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	\$80,000	\$80,000
Total:			\$3,508,858	\$3,508,858

Attachment: FY 2024/25 - 2028/29 Measure A CIP and FY 2023/24 Project Status (6586 : ANNUAL MEASURE A (RCTC) FIVE-YEAR CAPITAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2026/27

Agency: Moreno Valley
Prepared by: Ashley Aparicio
Phone #: (951) 413-3023
Date: 3/19/2024

Estimated Prior Year Measure A Balance: \$14,607,1
 Estimated FY 2026/27 Measure A Allocation: \$6,624,1
 Estimated Measure A Available for FY 2026/27 Projects: \$21,231,1

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2027-01	2020 Refunding of TRIP COP 13A	Debt Service	\$404,685	\$404,685
2027-02	Fixed Charges/ Indirect Cost	Administrative Overhead/Indirect Costs	\$245,711	\$245,711
2027-03	Public Works - Capital Projects Program Budget	Administrative Overhead/Indirect Costs	\$209,046	\$209,046
2027-04	Public Works - Citywide Sign/Striping	Maintenance/Operation(s)	\$896,848	\$896,848
2027-05	Public Works - Right of Way Maintenance	Maintenance/Operation(s)	\$647,370	\$647,370
2027-06	Transfers to 2014 Refunding Lease Revenue Bonds	Debt Service	\$965,198	\$965,198
2027-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	\$60,000	\$60,000
2027-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	\$80,000	\$80,000
Total:			\$3,508,858	\$3,508,858

Attachment: FY 2024/25 - 2028/29 Measure A CIP and FY 2023/24 Project Status (6586 : ANNUAL MEASURE A (RCTC) FIVE-YEAR CAPITAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2027/28

Agency: Moreno Valley
Prepared by: Ashley Aparicio
Phone #: (951) 413-3023
Date: 3/19/2024

Estimated Prior Year Measure A Balance: \$17,722,
 Estimated FY 2027/28 Measure A Allocation: \$6,756,
 Estimated Measure A Available for FY 2027/28 Projects: \$24,478,

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2028-01	2020 Refunding of TRIP COP 13A	Debt Service	\$404,685	\$404,685
2028-02	Fixed Charges/ Indirect Cost	Administrative Overhead/Indirect Costs	\$245,711	\$245,711
2028-03	Public Works - Capital Projects Program Budget	Administrative Overhead/Indirect Costs	\$209,046	\$209,046
2028-04	Public Works - Citywide Sign/Striping	Maintenance/Operation(s)	\$896,848	\$896,848
2028-05	Public Works - Right of Way Maintenance	Maintenance/Operation(s)	\$647,370	\$647,370
2028-06	Transfers to 2014 Refunding Lease Revenue Bonds	Debt Service	\$965,198	\$965,198
2028-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	\$60,000	\$60,000
2028-08	Traffic Signal Equipment Upgrades	Traffic Signal(s)	\$80,000	\$80,000
Total:			\$3,508,858	\$3,508,858

Attachment: FY 2024/25 - 2028/29 Measure A CIP and FY 2023/24 Project Status (6586 : ANNUAL MEASURE A (RCTC) FIVE-YEAR CAPITAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

FY 2028/29

Agency: Moreno Valley
Prepared by: Ashley Aparicio
Phone #: (951) 413-3023
Date: 3/19/2024

Estimated Prior Year Measure A Balance: \$20,969,
 Estimated FY 2028/29 Measure A Allocation: \$6,891,
 Estimated Measure A Available for FY 2028/29 Projects: \$27,860,

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2029-01	2020 Refunding of TRIP COP 13A	Debt Service	\$404,685	\$404,685
2029-02	Fixed Charges/ Indirect Cost	Administrative Overhead/Indirect Costs	\$245,711	\$245,711
2029-03	Public Works - Capital Projects Program Budget	Administrative Overhead/Indirect Costs	\$209,046	\$209,046
2029-04	Public Works - Citywide Sign/Striping	Maintenance/Operation(s)	\$896,848	\$896,848
2029-05	Public Works - Right of Way Maintenance	Maintenance/Operation(s)	\$647,370	\$647,370
2029-06	Transfers to 2014 Refunding Lease Revenue Bonds	Debt Service	\$965,198	\$965,198
2029-07	Traffic Signal Equipment Upgrades	Traffic Signal(s)	\$80,000	\$80,000
2029-08	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	\$60,000	\$60,000
Total:			\$3,508,858	\$3,508,858

Attachment: FY 2024/25 - 2028/29 Measure A CIP and FY 2023/24 Project Status (6586 : ANNUAL MEASURE A (RCTC) FIVE-YEAR CAPITAL



**MEASURE A
LOCAL STREETS
AND ROADS PROGRAM**

PROJECT STATUS REPORT FY 2023/24

Agency: Moreno Valley
Prepared by: Ashley Aparicio
Phone #: (951) 413-3023
Date: 3/19/2024

Item No.	Project Name/Limits	Project Type	Total Cost	Anticipated Measure A Funds Expended (Est thru 06/30/2024)	Estimated/Actual Completion	Status
2024-01	2020 Refunding of TRIP COP 13A	Debt Service	\$404,685	\$404,685	6/30/2024	Completed
2024-02	Fixed Charges/ Indirect Cost	Administrative Overhead/Indirect Costs	\$245,711	\$245,711	6/30/2024	Completed
2024-03	Public Works - Capital Projects Program Budget	Administrative Overhead/Indirect Costs	\$209,046	\$209,046	6/30/2024	Completed
2024-04	Public Works - Citywide Sign/Striping	Maintenance/Operation(s)	\$896,848	\$896,848	6/30/2024	Completed
2024-05	Public Works - Right of Way Maintenance	Maintenance/Operation(s)	\$647,370	\$647,370	6/30/2024	Completed
2024-06	CHANGED Transfers to 2014 Refunding Lease Revenue Bonds	Debt Service	\$965,198	\$965,198	6/30/2024	Completed
2024-07	Annual Pavement Maintenance - Crack Seal	Street Improvement(s)	\$81,014	\$81,014	6/30/2024	Construction Phase
2024-08	CHANGED Traffic Signal Equipment Upgrades	Traffic Signal(s)	\$333,438	\$137,214	6/30/2029	Construction Phase
2024-09	Sunnymead Master Drainage Plan - Storm Drain Lines F and F-7	Storm Drain Improvement(s)	\$5,556,976	\$13,895	12/30/2025	PS&E Phase
2024-10	Moreno MDP Line K-1, K-4 Stg 3	Storm Drain Improvement(s)	\$0	\$0	6/30/2024	On Hold
2024-11	Moreno MDP Line F-18 and F-19	Storm Drain Improvement(s)	\$2,003,925	\$139,382	12/30/2025	PS&E Phase
2024-12	Citywide Pavement Rehabilitation Program	Street Improvement(s)	\$6,950,000	\$782,584	1/9/2024	Completed
2024-13	ADDED Heacock St/Cactus Ave Commercial Vehicle Improvements	Street Improvement(s)	\$750,000	\$750,000	6/30/2025	PS&E Phase
2024-14	ADDED Steeple Chase Dr Reconstruction/Ironwood Ave to Kalmia Ave	Street Improvement(s)	\$500,000	\$500,000	12/30/2025	PS&E Phase
			Total:	\$5,772,947		

Attachment: FY 2024/25 - 2028/29 Measure A CIP and FY 2023/24 Project Status (6586 : ANNUAL MEASURE A (RCTC) FIVE-YEAR CAPITAL



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: May 7, 2024

TITLE: APPROVAL OF RECOMMENDED PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD PLAN FOR FISCAL YEARS 2024-25 TO 2028-29

RECOMMENDED ACTION

Recommendations:

1. Approve the Recommended Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2024-25 to 2028-29; and
2. Authorize the Public Works Director to make any minor adjustments necessary for finalizing the Pavement Management Program Five-year Look-ahead Plan for Fiscal Years 2024-25 to 2028-29.

SUMMARY

This report recommends concurrence with the recommended Pavement Management Program (PMP) Five-year Look-ahead Plan, which identifies roadway segment maintenance priorities for the Fiscal Years 2024-25 to 2028-29. The Five-year Look-ahead Plan is developed with a proactive approach to maintaining roads by balancing both preventive and corrective pavement maintenance practices to address a wide range of pavement conditions in a cost-effective manner, thereby extending the pavement life and enhancing safety.

DISCUSSION

An evaluation of the city street network completed in 2018 indicates there was over \$200 million of deferred maintenance for the 506 centerline-miles of streets within the City's 51 square mile boundary. The estimated budget necessary for maintaining the street network is approximately \$10 million annually. In 2022, the City Council approved a historic \$50 million in pavement rehabilitation funding to mitigate a portion of that

deferred maintenance. In 2023, the City Council continued the effort to improve roads by budgeting \$10 million for Fiscal Year 2023-24 and \$10 million for Fiscal Year 2024-25. However, with a limited amount of funding allocated for pavement repairs annually, streets need to be prioritized and rehabbed with appropriate treatments depending on their conditions to maximize the available budget. The PMP Five-year Look-ahead Plan is created to include prioritized streets for pavement rehabilitation and preservation for the next five years. In selecting streets for this plan, staff uses a combination of factors such as:

- Pavement Condition Index (PCI) for preventative and corrective maintenance. Staff conducted field surveys to obtain real-time pavement distress conditions.
- Average Daily Traffic (ADT) counts.
- Roadway segments with extensive City Maintenance staff activities.
- Known forthcoming utility company work.
- Known approved development projects.
- Other City Capital Improvement Program (CIP) projects.

Heavy consideration is given to street segment PCI ratings and segments with extensive City Maintenance staff activities (i.e., pothole repairs). Additionally, to gain an economy of scale from bidding contractors, streets are grouped by proximity as best as possible to minimize construction costs. The PMP Five-year Look-ahead Plan is intended to provide a focus for the limited funding. It is not intended to be a rigid list of street segments that cannot be adjusted. Some of the roads may be changed based on new condition information or other factors.

The goal of the PMP Five-year Look-ahead Plan is to transition costly corrective maintenance activities to less-costly preventative maintenance activities. This is a recommended approach that has been utilized by most agencies when it comes to street pavement maintenance. Including preventative work (e.g., crack seal and slurry seal), not just corrective work, will help preserve and extend the useful life of the City's largest asset at a lower cost. Additionally, with the inclusion of preventative maintenance work, City Maintenance staff resources can be redistributed to higher cost-benefit ratio activities (e.g., asphalt patchwork and crack sealing).

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

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide staff with a Five-year Look-ahead Plan for Fiscal Years 2024-25 to 2028-29 with set priorities for roadway maintenance.* Staff recommends this action.
2. Do not approve and authorize the recommended actions as presented in this

staff report. *This alternative may delay the roadway maintenance efforts and allow for City streets to continue deteriorating and resulting in higher repair costs.* Staff does not recommend this action.

FISCAL IMPACT

There is no fiscal impact with the recommended action item.

NOTIFICATION

Publication of the agenda.

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the areas affected by the pavement rehabilitation will be notified in a timely manner prior to the start of pavement rehabilitation construction work.

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Capital Projects Principal Engineer

Department Head Approval:
Melissa Walker, P.E.
Public Works Director / City Engineer

Concurred By:
Harold Zamora, P.E.
Engineering Division Manager/ Assistant City Engineer

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS



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

1. PMP 5-Year Pavement Look-Ahead Plan

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/24 8:15 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/29/24 8:48 AM

CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION 5-YEAR LOOK-AHEAD PLAN (FY 2024-25 TO FY 2028-29)

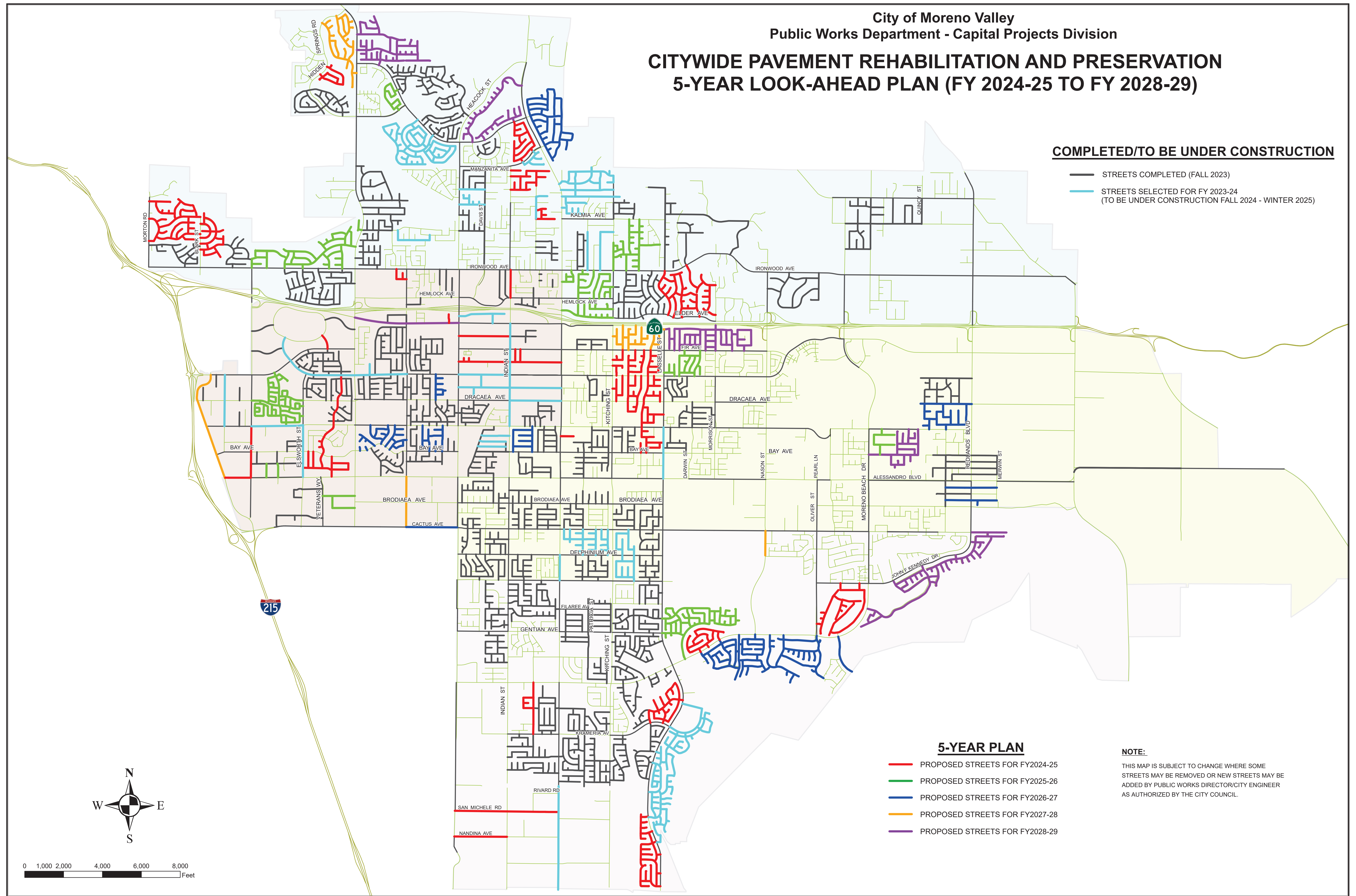
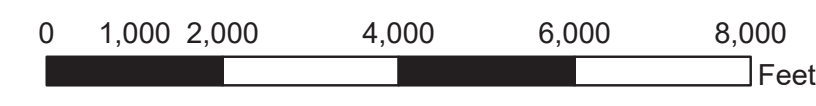
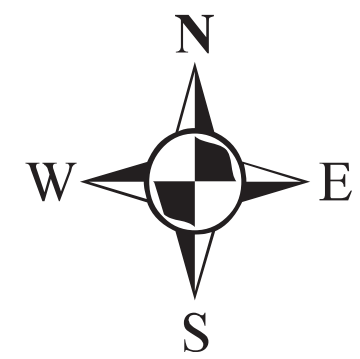
COMPLETED/TO BE UNDER CONSTRUCTION

- STREETS COMPLETED (FALL 2023)
- STREETS SELECTED FOR FY 2023-24
(TO BE UNDER CONSTRUCTION FALL 2024 - WINTER 2025)

5-YEAR PLAN

- PROPOSED STREETS FOR FY2024-25
- PROPOSED STREETS FOR FY2025-26
- PROPOSED STREETS FOR FY2026-27
- PROPOSED STREETS FOR FY2027-28
- PROPOSED STREETS FOR FY2028-29

NOTE:
THIS MAP IS SUBJECT TO CHANGE WHERE SOME STREETS MAY BE REMOVED OR NEW STREETS MAY BE ADDED BY PUBLIC WORKS DIRECTOR/CITY ENGINEER AS AUTHORIZED BY THE CITY COUNCIL.





Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: May 7, 2024

TITLE: AUTHORIZE THE SECOND AMENDMENT TO THE AGREEMENT WITH R.D. SYSTEMS, INC. FOR PROFESSIONAL SECURITY ACCESS CONTROL SERVICES AT CITY FACILITIES

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Amendment to the Agreement for Professional Security Access Control Services with R.D. Systems, Inc., to increase the contract value funded through Facilities Maintenance (Fund 7310);
2. Authorize the City Manager, or their designee, to execute the Second Amendment to the Agreement for Professional Security Access Control Services with R.D. Systems, Inc., to increase the contract amount by \$200,000 for a total not-to-exceed amount of the five-year Agreement of \$275,000; and
3. Authorize the City Manager, or their designee, to execute the Second Amendment to the Agreement, any subsequent future amendments, and Purchase Orders subject to the approval of the City Attorney, in accordance with approved terms of the agreement and within the available budget previously approved by Council.

SUMMARY

This report recommends approval of the Second Amendment to the Agreement with R.D. Systems, Inc. to increase the piggyback Agreement amount by \$200,000 to continue to provide professional security access control services at all City Facilities.

DISCUSSION

The City is responsible for ensuring that public facilities are safe and properly operational for the general public and employees, including fire stations, the Public

Safety Building, and the Emergency Operations Center. Properly functioning and maintained facilities are an essential part of the City's operations. Required Professional Security Access Control Services range from routine maintenance items to emergency responses as several of the City's buildings are operational 24 hours per day. As such, the need for licensed on-call security and access contractor service providers, with the ability to perform a wide variety of scheduled maintenance and on-call emergency repair services, is critical.

In December 2022, The City entered into a Piggyback Professional Services Agreement with R.D. Systems, Inc. for Professional Security Access Control Services based on the City of Long Beach's RFP TI 21-020. The piggyback agreement provides security access control services at favorable pricing based on the City of Long Beach's competitive award.

In a continued effort to ensure all public facilities are safely maintained and kept secured, staff is recommending increasing the agreement with R.D. Systems, Inc. by \$200,000 for a new not to exceed agreement of \$275,000. The above amount is an estimate based on previous service and future needs, which may need to be increased.

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

ALTERNATIVES

1. Approve and authorize the Second Amendment to the Agreement with R.D. Systems, Inc. for Professional Security Access Control Services. *This alternative will provide for the timely installation, repair, and maintenance of security and access systems and is recommended by staff.*
2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will delay the necessary installation, repair, and maintenance of security and access systems and is not recommended by staff.*

FISCAL IMPACT

Funding is available in the approved Operating Budget for Fiscal Year 2023/24. The amended not-to-exceed \$275,000 contract will be expensed over the remaining four years of the five-year term, based on services needed, subject to the City Council approval of the future Operating Budget. *There is no impact to the General Fund.*

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared by:
Serina Contreras
Management Analyst

Department Head Approval:
Melissa Walker, P.E.
Public Works Director / City Engineer

Concurred By:
Joseph Mattox
Fleet & Facilities Maintenance Division Manager

CITY COUNCIL GOALS

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

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

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

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

1. RD Systems Inc. Second Amendment 2024

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/24 8:07 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/29/24 8:51 AM

**SECOND AMENDMENT TO AGREEMENT
FOR ON-SITE AND/OR PROFESSIONAL SERVICES
CONTRACT NO. 2022-190**

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and R.D. Systems, INC., hereinafter referred to as "Contractor." This Second Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "AGREEMENT for On-Site and/or Professional Services," hereinafter referred to as "Agreement," dated December 20, 2022;

Whereas, the Contractor provides responsibility for the provision of professional security access control system hardware, software, supplies, installation, integration, monitoring, and maintenance;

Whereas, it is desirable to amend the Agreement to increase the Contract amount by \$200,000 for a total not-to exceed amount of the five-year Agreement of \$275,000.

SECTION 1 SECOND AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement "Not-to-Exceed" amount is increased from \$50,000 to \$275,000 (\$25,000 from the first amendment plus \$200,000 for this second amendment.)

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO AGREEMENT FOR ON-SITE AND OR PROFESSIONAL SERVICES

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

City of Moreno Valley

R.D. SYSTEMS

By: _____

By: _____

Mike Lee
City Manager

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Melissa Walker, P.E.
Acting Public Works Director/City Engineer

Attachment: RD Systems Inc. Second Amendment 2024 (6611 : AUTHORIZE THE SECOND AMENDMENT TO THE AGREEMENT WITH R.D.



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: May 7, 2024

TITLE: AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO TKE ENGINEERING, INC. FOR THE CACTUS AVENUE PAVEMENT RECONSTRUCTION PROJECT BETWEEN ELSWORTH STREET AND INTERSTATE 215 PROJECT NO. 801 0106

RECOMMENDED ACTION

Recommendations:

1. Award an Agreement for Professional Consultant Services to TKE Engineering, Inc. to complete preliminary engineering, design Plans, Specifications and Estimate, environmental, and right-of-way services for the Cactus Avenue Pavement Reconstruction Project between Elsworth Street and Interstate 215;
2. Authorize the City Manager to execute the Agreement with TKE Engineering, Inc. subject to the approval by the City Attorney;
3. Authorize the issuance of a purchase order, funded by Development Impact Fees (Fund 3301 and 3311), to TKE Engineering, Inc., in the amount of \$128,067 when the Agreement has been signed by all parties; and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with TKE Engineering, Inc. within the City Council approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of an Agreement for Professional Consultant

Services (Agreement) with TKE Engineering to complete design services for the Cactus Avenue Pavement Reconstruction Project between Elsworth Street and Interstate 215 (I-215). The design of this project is funded with Development Impact Fees. Funding currently is not available for the construction of the project.

DISCUSSION

Cactus Avenue is designated as a Divided Major Arterial in the City's Circulation Element and serves as one of the designated truck routes for the City. The segment of Cactus Avenue between Elsworth Street and I-215 borders March Air Reserve Base and intersects the main entrance of the base, has endured extensive damage from commercial truck and passenger vehicle traffic, particularly the west end near I-215. The current roadway section thickness is inadequate for heavy truck traffic, necessitating a full-depth reconstruction between Elsworth Street and I - 215.

The Cactus Avenue Pavement Reconstruction Project is proposed to evaluate the existing pavement and subgrade structural section and provide engineering and bidding documents to construct a new pavement structural section for Cactus Avenue between Elsworth Street and I-215. The reconstruction will accommodate the existing and future projected truck traffic volume. The professional consultant design services consist of evaluating and calculating the adequate pavement thickness for the street and completing construction plans and bidding documents ready for advertising for bids once funding becomes available. Consultant services also include completing environment clearance documentation, permit documentation (local, state/Caltrans, and federal as required), and other related work as required.

A Request for Proposals (RFP) for Professional Consultant Services was distributed and advertised in accordance with the City's procurement processes on February 23, 2024. The City received two (2) proposals in response to the RFP. Following a competitive selection process, TKE Engineering was selected as the most qualified consultant for the project. The selection process was pursuant to the City's Municipal Code requirements for professional services procurement. TKE's listed references were contacted and they provided positive feedback regarding TKE's past services on similar projects. Staff recommends awarding a contract to TKE Engineering to perform the requested professional consultant services for the Cactus Avenue Pavement Reconstruction Project.

ALTERNATIVES

1. Approve and authorize the recommendations as presented in this report. *This alternative will allow the design of the Cactus Avenue Pavement Reconstruction Project between Elsworth Street and Interstate 215 to move forward in a timely manner.* Staff recommends this alternative.
2. Do not approve the recommended actions as presented in this staff report. *This alternative will delay the design of the Cactus Avenue Pavement Reconstruction Project between Elsworth Street and Interstate 215 and any adequate pavement upgrades for the street segment.* Staff does not recommend this alternative.

FISCAL IMPACT

This project was approved in the Fiscal Year 2023/24 and 2024/25 Capital Improvement Plan. The project is funded by the Development Impact Fees (DIF) for Arterial Streets (Funds 3301) and by the Development Impact Fees (DIF) for Interchange Improvement (Funds 3311). There is no impact to the General Fund.

FISCAL YEAR 2023/2024 AVAILABLE BUDGET:

Cactus Avenue Reconstruction – DIF Arterial Streets (GL Account: 3301-70-77-80001-720199) (Project No. 801 0106-3301-99)	\$400,000
Cactus Avenue Reconstruction – DIF Interchange Improvement (GL Account: 3311-70-77-80001-720199) (Project No. 801 0106-3311-99)	<u>\$100,000</u>
Total Project Budget.....	\$500,000

ESTIMATED COSTS FOR DESIGN:

Design Consultant Costs.....	\$128,067
City Project Management	<u>\$40,000</u>
Total Estimated Design Costs	\$168,067

ANTICIPATED PROJECT SCHEDULE:

Complete Design..... December 2025

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Capital Projects Principal Engineer

Department Head Approval:
Melissa Walker, P.E
Public Works Director/City Engineer

Concurred By:
Harold Zamora, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

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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. TKE Engineering Inc. Agreement
- 2. Location Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/24 8:09 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/29/24 8:52 AM

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
CACTUS AVENUE PAVEMENT RECONSTRUCTION
FROM FREEWAY I-215 TO ELSWORTH STREET
PROJECT NO. 801 0106**

This Agreement (hereinafter, this "Agreement") is made and entered into this ____ day of _____ 2024 ("Effective Date"), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "City," and **TKE Engineering, Inc.**, a California corporation, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0106**

DESCRIPTION OF PROJECT

1. The Project is described as CACTUS AVENUE RECONSTRUCTION FROM FREEWAY I-215 TO ELSWORTH STREET. Project No. 801 0106.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$128,067.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2026**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project

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Manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent consultant and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

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and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

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orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subconsultant to also comply with the requirements of this Section 13.

14. Indemnification.

a. Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing “design professional services” as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence, active negligence, or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees; and does not apply to any passive negligence of City unless caused at least in part by Consultant.

b. Non-Design Professional Services. For all non-design professional services, Consultant shall indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any

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person, including injury to the Consultant's employees and all claims which arise from or are connected with the performance of or failure to perform the work or other obligations of the Consultant, or are caused or claim to be caused by the acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

c. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

d. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Consultant shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

15. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Consultant as an independent Consultant of City and agents and employees of Consultant, and not as agents or employees of City. Consultant and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find

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that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

16. CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Consultant to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Consultant shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Consultant or City files an appeal or court challenge, Consultant and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

17. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit "E" or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subconsultant fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments

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due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subconsultants or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to provide insurance protection in favor of City and each of its officers, officials, employees, agents and

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volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subconsultant.

18. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California. Consultant and all of Consultant's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Consultant shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the

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determination. As the wage determination for each craft reflects an expiration date, it shall be the Consultant's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Consultant shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Consultant and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Consultant shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

Consultant and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per

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diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Consultant or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Consultant and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Consultant’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Consultant hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Consultant must secure payment of compensation to all Consultant’s employees. Consultant represents and warrants that Consultant is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Consultant entering into any contracts with any subcontractor, Consultant shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

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20. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

21. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith

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through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

22. This Agreement is binding upon the City and the Consultant and their successors

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and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

23. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

24. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

25. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

26. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third

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parties without the prior written consent of both parties.

27. (a) Consultant shall comply, and require its subconsultants to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subconsultant that, after a due diligent inquiry, Consultant and the respective subconsultant(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subconsultants to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subconsultants performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform

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any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subconsultants shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subconsultants to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

28. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

29. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

30. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
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executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Initials

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

31. The Consultant shall comply with the supplementary Federal provisions described on Exhibit F (Supplemental General Conditions) and Exhibit G (Caltrans Supplementary Conditions) attached hereto and incorporated by this reference.

30. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

TKE Engineering, Inc.

BY: _____
Mike Lee, City Manager

BY: _____

Name: _____

Date

TITLE: _____
(President or Vice President)

Date

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

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

- Enclosures:
- Exhibit "A" – City Scope of Services
 - Exhibit "B" – Consultant Proposal
 - Exhibit "C" – City Services
 - Exhibit "D" – Terms of Payment
 - Exhibit "E" – Insurance Requirements
 - Exhibit "F" – Supplementary General Conditions
 - Exhibit "G" – Contract Provisions for Non-Federal Entity Contracts under Federal Awards

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT

EXHIBIT "A"

CITY SCOPE OF SERVICES

EXHIBIT A

REQUEST FOR PROPOSAL

2024-003

CACTUS AVENUE PAVEMENT RECONSTRUCTION: I-215 TO
ELSWORTH STREET (CITY PROJECT NO. 801 0106)

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552



RELEASE DATE: February 23, 2024

DEADLINE FOR QUESTIONS: March 8, 2024

RESPONSE DEADLINE: March 26, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/morenovalley>

City of Moreno Valley
REQUEST FOR PROPOSAL
CACTUS AVENUE PAVEMENT RECONSTRUCTION: I-215 TO ELSWORTH
STREET (City Project No. 801 0106)

- 1. NOTICE TO BIDDERS.....
- 2. PROJECT DESCRIPTION.....
- 3. GENERAL INFORMATION
- 4. PROPOSAL CONTENT
- 5. PROSPECTIVE BIDDER QUALIFICATIONS.....
- 6. SUBMISSION OF PROPOSALS
- 7. EVALUATION AND RANKING OF PROPOSALS
- 8. AWARD
- 9. SPECIAL TERMS AND CONDITIONS.....
- 10.SCOPE OF SERVICES
- 11.LABOR LAWS, PREVAILING WAGES
- 12. Vendor Questionnaire.....

Attachments:

- A - Attachment A - Location Map_Cactus Avenue
- B - Attachment B - Cactus CIP Form
- C - Attachment C - Non-Collusion Declaration
- D - Attachment D - Sample Consultant Agreement for Project Specific Services_801 0106
- E - Attachment E - Exhibit 10-O1 Consultant Proposal DBE Commitment
- F - Attachment F - Exhibit 10-Q Disclosure of Lobbying Activities
- G - Attachment G - Insurance Requirements

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. NOTICE TO BIDDERS

1.1. Summary

The City of Moreno Valley desires to evaluate the existing pavement structural section and subgrade materials in Cactus Avenue from the I-215 Freeway to Elsworth Street and proposes to reconstruct the roadway structural section with adequate thickness and strong materials to support the current and future heavy truck traffic. The improvements also include other required street enhancements including but not limited to traffic control devices, pavement markings and striping. Cactus Avenue within the limits of this Capital Project is fronting the main entrance to the March Airforce Reserve Base; therefore, the design improvements must be coordinated with the Base Engineers. The CIP sheet showing the project location, limits, and budgeted amounts is included with this RFP.

You are hereby invited to submit a proposal for providing professional consultant design services including but not limited to field survey; ROW investigation and mapping showing jurisdiction delineation, and creation of Platts and Legal Descriptions for any required ROW Acquisition, ROW/Easement negotiations through acquisition; existing pavement/subgrade material evaluation and documentation (Geotechnical evaluation); Environmental analysis, report, and clearance; existing utility research, potholing, and base-mapping; identification of all utilities and coordination with the each utility to establish and define the entity responsible for relocation and/or replacement of utilities to be shown in the plans and specifications; Plans, Specification, and Construction Cost Estimate (PS&E); street pavement structural section design as part of PS&E (including Geotech work); street drainage analysis and design; street light installation design (if required); obtain an Encroachment Permit from Caltrans District 8 on behalf of the City; design of Caltrans required improvements as agreed to by Caltrans District 8 and the City of Moreno Valley and coordination with Caltrans; and provide bidding support and design services during project construction. The selected consultants could be retained to serve the City throughout the design, bidding, and construction process.

1.2. Background

Moreno Valley was incorporated in 1984 as a General Law City, merging the communities of Moreno, Sunnymead, and Edgemont. The City operates under a Council-Manager form of government. The City Council is comprised of an elected Mayor and four Council Members elected by district. The City has a committed customer-service oriented workforce comprised of more than 450 employees who provide a wide-range of municipal services including Public Works, Economic Development, Community Development, Parks and Community Services, Financial and Management Services and Library services. The City contracts with Riverside County for Police and Fire services.

1.3. Timeline

Due Dates and RFP-Contract Award Schedule

The Request for Proposal (RFP) release, proposal review and consultant selection processes that leads to the award of a contract for the requested services are anticipated to be completed per the following schedule:

RFP Release Date	February 23, 2024
Questions & Answer Deadline	March 8, 2024, 2:00pm

Request For Proposal #2024-003

Title: CACTUS AVENUE PAVEMENT RECONSTRUCTION: I-215 TO ELSWORTH STREET (City Project No. 801 0106)

Proposal Due Date	March 26, 2024, 2:00pm
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Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT

2. PROJECT DESCRIPTION

2.1. Project Description

This project will improve the existing Cactus Avenue roadway structural section thickness to withstand the current and future projected heavy truck traffic from I-215 to Elsworth Street.

Cactus Avenue is designated as a Divided Major Arterial in the City's Circulation Element. It borders March Air Reserve Base, which is adjacent to the south side of Cactus Avenue, in the southwestern portion of the City. This street is a designated truck route for the City and has suffered extensive damage from the truck traffic, especially near I-215 on the west end of the project. The roadway section thickness, as originally constructed, is not adequate for the current truck traffic. The road needs a full depth reconstruction from the I-215 freeway to Elsworth Street. This is the location of the main entrance to the March Air Reserve Base.

The project in general consists of the replacement of the current structural section of Cactus Avenue including a total of six lanes, and an eight-foot shoulder on each side from the I-215 Freeway to Elsworth. There are concrete sidewalks on both sides and a raised median. Cactus Avenue is designated as a six (6) lane Divided Major Arterial with eight (8) foot shoulders on each side and curb adjacent sidewalk on each side. The width is 110 ft curb to curb within a 134 ft right-of-way (per City Standard MVS1-101A-1).

The successful design firm shall calculate the adequate structural section for replacement based on factors such as the underlying soils "R" value, Truck Index, and traffic volumes and loads. Elements of the project are as follows:

- Properties South of Cactus Avenue are primarily controlled by the March Air Reserve Base and March Joint Powers Authority. Designs shall be communicated and coordinated with the March Air Reserve Base Engineers.
- The west end of Cactus Avenue, from Commerce Drive to the I-215 Freeway, are within Caltrans ROW and include an extended east bound offramp, from the Northbound I-215 to eastbound Cactus Avenue. A Caltrans permit will be required. The successful design firm shall coordinate the design with Caltrans District 8 and retain a Caltrans Encroachment Permit for this area of work on behalf of the City.
- Caltrans may require a traffic signal interconnect from the signals at I-215 to Elsworth.
- Modifications to the existing signals in this stretch may be required.
- This segment of Cactus Avenue is classified as a Truck Route.
- An unimproved drainage ditch exists on the South side of Cactus Avenue.
- Proposed improvements to Cactus Avenue shall conform to the requirements of the March Air Reserve Base Clear Zone and Accident Potential Zone 1 as necessary.

Conduct local Tribal consultations (AB-52).

2.2. Project Budget and Schedule

The Project is funded by the City of Moreno Valley with limited funds from Gas Tax (Measure A) and Development Impact Fees (DIF) for completing the design phase that includes, but is not limited to, environmental documentation and clearance (CEQA and NEPA), permitting (Local, State, and Federal as required), PS&E, and right of way engineering and acquisitions for the project. Currently there is no funding available to construct the project. The City continues seeking for various State and Federal grants and funding sources to fund the construction; therefore, all work on this project, including the construction, shall be in compliance with Federal requirements to qualify for potential future grants.

Request For Proposal #2024-003

Title: CACTUS AVENUE PAVEMENT RECONSTRUCTION: I-215 TO ELSWORTH STREET (City Project No. 801 0106)

The schedule will be part of the Consultants Proposal. This will be negotiated and included in the contract documents.

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT

3. GENERAL INFORMATION

Proposals must be submitted electronically via the City of Moreno Valley e-Procurement System, OpenGov, **before the Due Date and Time as shown on Section 1.3 of this RFP**, at:

<https://procurement.opengov.com/portal/morenovalley>

The proposer shall provide a separate file for technical proposal and a separate file for cost proposal.

(Note: Cost proposals will not be opened during the review and rating of the technical proposals. Once the consultant ranking is made and top-ranked consultant is identified, only the cost proposal of the top-ranked consultant will be opened for review and contract negotiation purposes.)

Unless otherwise specified, proposals submitted by any other method such as hard copy, fax, or e-mail will be disqualified.

Proposals may be withdrawn on the OpenGov vendor portal prior to the scheduled submittal time and date for receipt of proposals.

Prospective bidder's are encouraged to not wait until deadline to submit proposals, as system-related questions may arise.

All questions, technical, commercial, or contractual in nature shall be directed to the Questions & Answers Section on the e-Procurement System, OpenGov. No phone calls will be allowed. Contact of the City of Moreno Valley personnel directly regarding this RFP is prohibited and may be grounds for elimination from the selection process. All questions regarding this RFP must be submitted through OpenGov no later than the **Questions & Answers Deadline as shown on Section 1.3 of this RFP**.

Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Right to Reject Proposals: City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.

Execution of Agreement: If a prospective bidder is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified bidder or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).

Incorporation of RFP/Proposal: This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and prospective bidder.

Authorized Signatories: Company personnel signing the cover letter of the proposal, or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.

Validity of Proposals: Proposed services and related pricing contained in the proposal must be valid for a period of 60 Days after the due date.

4. PROPOSAL CONTENT

The Consultant's Proposal shall be no more than 20 pages, excluding executive summary, resumes, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

4.1. Executive Summary

The Consultant shall include an executive summary with general firm's information including full legal name and contact information, organizational structure (corporation, LLC, etc.), name(s) and title(s) of the principal owner(s), person(s) authorized to make commitments for your company identified in the corporate resolution, firm history and length of relevant experience, and current number of employees with emphasis on key personnel. The executive summary shall be limited to a maximum of one page.

4.2. Technical Proposal

The Consultant shall include, but not be limited to, the following items in the body of the proposal:

- A. Proposer's approach and understanding of all necessary tasks and steps involved in completing the required services.
- B. Responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and current workload.
- C. A detailed work plan to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
- D. A list of deliverables.
- E. Procedures for perform Quality Assurance and Quality Control (QA/QC) on the services to be provided.
- F. Related experience including relevant experience date, name of agency, and Reference name/contact information.
- G. A resource allocation matrix (exclude cost information).

4.3. Proposed Staff/Team

- A. Information on key personnel who are expected to remain in service until completion of the contract.
- B. Information on the back-up personnel in the event of the key personnel not available to provide the contracted services for certain period during the contract duration.
- C. Provide resumes of proposed staff/team members.

4.4. Required Statements

The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
- I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

- K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of the Consultant's Proposal submittal. All extra work will require prior approval from the City.
- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

4.5. [Required Forms](#)

Attachment C - Non-Collusion Declaration

Attachment E - Exhibit 10-O1 - Consultant Proposal DBE Commitment

Attachment F - Exhibit 10-Q - Disclosure of Lobbying Activities

4.6. [Cost Proposal](#)

The proposer shall provide a separate file for technical proposal and a separate file for cost proposal.

Request For Proposal #2024-003

Title: CACTUS AVENUE PAVEMENT RECONSTRUCTION: I-215 TO ELSWORTH STREET (City Project No. 801 0106)

- A. Cost Proposal that includes all costs associated with.
- B. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.
- C. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposal.
- D. Itemized tasks and corresponding costs must be identical to the detailed Scope of Services included as part of the Proposer's Technical Proposal.

5. PROSPECTIVE BIDDER QUALIFICATIONS

5.1. Prospective Bidder Qualifications

The intent of this RFP is to evaluate the proposals, determine the prospective bidder's that are in the competitive range, and select proposers that will provide the highest level of professional services for City.

5.2. Minimum Qualifications:

The proposed staff who will be providing Professional Design Consultant Services shall have the knowledge of:

- A. Theories, principles and practices of civil engineering design and construction.
- B. Principles and modern techniques and commonly used materials and equipment used in design, construction, and maintenance of various public works projects.
- C. Federal, state and local laws, regulations, and court decisions applicable to public works projects.
- D. Information technology and computer capabilities to perform daily engineering tasks.
- E. Principles and practices of sound business communication, teamwork, and work ethics.

The proposed staff shall also possess the ability to:

- A. Prepare, direct preparation of and review complex engineering designs, plans, specifications, and legal contracts.
- B. Perform difficult technical research and analyze complex engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
- C. Plan, organize, manage, and integrate engineering design and construction activities.
- D. Design issues, analyze problems, evaluate alternatives, and develop sound and independent judgements and recommendations.
- E. Understand, interpret, explain, and apply federal, state, and local policy, law, regulations, and court decisions applicable to public works project implementation.
- F. Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
- G. Supervise and evaluate the work of professional consultants and construction contractors.
- H. Prepare clear, concise, and comprehensive correspondence, reports, and other written materials.

- I. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.
- J. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
- K. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

5.3. Education, Training and Licenses:

Registered Professional Civil Engineer License.

6. SUBMISSION OF PROPOSALS

Written responses to the RFP must be prepared as specified in proposal content, as to form, content, and sequence. No changes to responses may be made after the submittal deadline.

The requested proposal shall be uploaded to OPENGOV on or before, but no later than **the Date and Time as shown on Section 1.3 of this RFP**. Any responses received after this time will not be considered by the City.

The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent.

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the Consultants whose proposal is most beneficial to the needs of the City. Bidders are solely responsible for on time submission of their electronic bid. The City will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that the bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to successfully submit electronic bids shall be at the bidders' sole risk and no relief will be given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

7. EVALUATION AND RANKING OF PROPOSALS

In accordance with the Chapter 3.12 PURCHASING City Municipal Code's objective of selecting the most qualified consultant for providing the requested services, a Review Board which is composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms. Review Board shall rank the prospective bidder's based upon the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Experience and Qualifications</p> <p>Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.</p>	Points Based	20 <i>(20% of Total)</i>
2.	<p>Experience of Key Personnel</p> <p>Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.</p>	Points Based	40 <i>(40% of Total)</i>
3.	<p>Project Approach/Understanding</p> <p>Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.</p>	Points Based	40 <i>(40% of Total)</i>

8. AWARD

- A. After conclusion of the Evaluation and Ranking of Proposals processes, a Notification of Intent to Award may be sent to any prospective bidder's selected.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing prospective bidder's unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best qualified prospective bidder's or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. Prices are firm fixed prices during each contract period.

9. SPECIAL TERMS AND CONDITIONS

9.1. Termination

- A. If, in the opinion of the City of Moreno Valley, the awarded consultant fails to perform or provide prompt, efficient service, the City must have the right to terminate or cancel the Agreement upon 30-day's written notice and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. The City of Moreno Valley must have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

9.2. Public Employees Retirement Law (CalPERS)

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONSULTANT as an independent contractor of City and agents and employees of CONSULTANT, and not as agents or employees of City. CONSULTANT and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- C. CalPERS Retiree Disclosure. CONSULTANT hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONSULTANT who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONSULTANT to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, CONSULTANT shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

9.3. Managing Federal and State Funded Projects

Depending on future funding sources, the Consultant may be assigned to manage certain federal and state-funded projects under FHWA, HUD, FEMA, and/or State Bills (SB). The work and/or services to be provided by the Consultant shall comply with all pertinent local, State, and Federal laws and regulations. The Consultant, therefore, shall be legally able to perform services for Federal or State funded projects.

A contract DBE goal has not been established for the purpose of this RFP. However, the Consultant is required to submit the Consultant Proposal DBE Commitment (Exhibit 10-O1) as included in this RFP along with the proposal to meet Caltrans Local Assistance DBE commitment requirements. Prior to starting to work on a Federal or State funded project, the Consultant shall submit to the City for approval the Consultant Contract DBE Commitment (Exhibit 10-O2) with the Contract DBE Goal specifically determined/approved for that project.

The Consultant shall also be required to submit the Disclosure of Lobbying Activities (Exhibit 10-Q) as included in this RFP along with the proposal.

9.4. Indemnification

9.4.1 Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing “design professional services” as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees, and all claims which arise from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent, reckless or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

9.4.2 For all non-design professional services, Consultant shall indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the performance of or failure to perform the work or other obligations of the Consultant, or are caused or claim to be caused by the acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

10. SCOPE OF SERVICES

10.1. Project Description

Cactus Avenue is a major arterial bordering March Air Reserve Base in the southwestern portion of the City. This road is a designated truck route for the City and has suffered extensive damage from the trucks, especially near I-215. The roadway section thickness, as originally constructed, is not adequate for the truck traffic. The road needs a full depth reconstruction from the I-215 Freeway to Elsworth Street, which is the location of the main entrance to the March Airforce Reserve Base.

The project consists of all services required to complete PS&E for a major road reconstruction project including but not limited to: Complete Geotechnical Analysis and the use of the Truck Traffic Index to design the proper structural section for Cactus Ave; survey; street design; ROW analysis, negotiation, and acquisition; traffic control devices; street light designs; striping and pavement markings; location of existing utilities; coordination with utility companies to determine the relocation of utilities or “protect in place”; apply for and obtain an encroachment permit for construction from Caltrans District 8 on behalf of the City for all proposed work within Caltrans ROW; support during the bidding process for clarification of the Plans and Specifications; and support during the construction process for Contractor Submittals and RFIs.

11. LABOR LAWS, PREVAILING WAGES

All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color; national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

This contract is subject to prevailing wage law, including but not limited to California Labor Code 1720 et seq. Without limiting the generality of the forgoing, Contractor and all of Contractor's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code.

Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and

enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Contractor must secure payment of compensation to all Contractor's employees. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

12. Vendor Questionnaire

12.1. [Please download the document below, complete, and upload.*](#)

- [Attachment C - Non-Collusio...](#)

*Response required

12.2. [Please download the document below, complete, and upload.*](#)

- [Attachment E - Exhibit 10-O...](#)

*Response required

12.3. [Please download the document below, complete, and upload.*](#)

- [Attachment F - Exhibit 10-Q...](#)

*Response required

12.4. [Proposal Upload*](#)

*Response required

12.5. [Cost Proposal Upload*](#)

*Response required

EXHIBIT "B"
CONSULTANT PROPOSAL

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT

REQUEST for PROPOSAL

CACTUS AVENUE PAVEMENT RECONSTRUCTION: I-215 TO ELSWORTH STREET (CITY PROJECT NO. 801 0106)



for:

CITY OF MORENO VALLEY

14177 Federick Street
Moreno Valley, CA 92335



March 26, 2022

2:00 p.m.

Prepared by:



2305 Chicago Avenue
Riverside, California 92507
(9 5 1) 6 8 0 - 0 4 4 0

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT

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- Section 2 | Technical Proposal
- Section 3 | Proposed Staff/Team
- Section 4 | Required Statements
- Section 5 | Additions or Exceptions
- Section 6 | Required Forms
- Section 7 | Cost Proposal (submitted separately)



Prepared for:

City of Moreno Valley

Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552
Phone: (951) 413-3100

Prepared by:

TKE Engineering, Inc.

2305 Chicago Avenue
Riverside, CA 92507
Contact: Terry Renner, P.E., P.L.S., Q.S.D., Senior Vice President
Phone: (951) 680-0440
Fax: (951) 680-0490
Email: trenner@tkeengineering.com



March 26, 2024

Evaluation Panel
CITY OF MORENO VALLEY
 Capital Projects Division
 14177 Frederick Street
 Moreno Valley, CA 92552

Subject: Request for Proposal 2024-003 Cactus Avenue Pavement Reconstruction: I-215 to Elsworth Street (City ProjectNo.801 0106)

Dear Evaluation Panel:

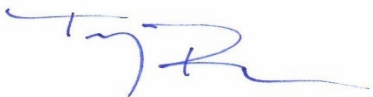
Thank you for the opportunity to present this material outlining TKE Engineering, Inc.'s qualifications to provide professional design engineering services to the City of Moreno Valley (City). Enclosed herein is our proposal. TKE is a full service, multi-disciplinary consulting firm highly qualified to perform the pavement rehabilitation design services required and we are enthusiastic about the opportunity to assist the City.

Why should the City choose TKE to provide Consulting Engineering services? Please consider the following:

- 1. Our Team** – The City will benefit greatly by continuing the vision, leadership, and dedication to community exhibited by TKE's project team. Our experience in the region, numerous accomplishments and management skills will help maintain continuity in the delivery of the services. In particular, Terry Renner, TKE's client representative and primary contact, is a registered civil engineer and land surveyor in the state of California and has a vast amount of similar experience. Mr. Renner's experience extends from project planning to design and bidding through construction. His excellent project management skills will provide a great benefit to the City.
- 2. Our Experience and Qualifications** – TKE is a firm capable of managing and delivering the pavement rehabilitation services presented in the RFP. We specialize in project management, design and construction administration of pavement rehabilitation, street and traffic public works and improvement projects. TKE's broad range of successful services includes turnkey programs, project management, and delivery for a diverse array of projects. A list of projects that TKE has successfully completed is presented in our proposal. The City will benefit from our broad range of experience through our intimate understanding of the common pitfalls for each project variation, and our past history of successfully overcoming these challenges. TKE's extensive funding administration experience will also greatly benefit the City.
- 3. Proposal Validity** – This proposal shall remain valid for a period of not less than 60 days.

TKE would very much appreciate the opportunity to submit a comprehensive proposal to provide on-call services and would appreciate the opportunity to interview with City staff. If you have any questions, please call Terry Renner, who is legally authorized to sign contracts on behalf of TKE Engineering, Inc., at (951)680-0440 or e-mail at trenner@tkeengineering.com. The sole TKE office is located at 2305 Chicago Avenue, Riverside, CA, 92507 – approximately 15 minutes from the proposed project site. Thank you for your consideration.

Sincerely,



Terry Renner, P.E., P.L.S., Q.S.D.
 Senior Vice President
TKE Engineering, Inc.



TKE Engineering, Inc. | AT A GLANCE

**City/District Engineer**

City/District Engineer in 7 Cities/Districts

**Staff Augmentation**

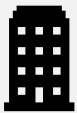
TKE currently provides Staff Augmentation in 15 Cities / Counties / Districts

**On-Call Contracts**

TKE currently provides Engineering, Project Support, and CIP Design services for more than 30 Cities / Counties / Districts throughout Southern California

**Size of Organization**

53 Professional Engineers, Project Managers, Surveyors, Plan Checkers, Inspectors, Designers, Construction Managers, and Support Staff

**Location of Office**TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507**Years in Business**

TKE has conducted business for the past 24 years and has 24 years of experience in providing engineering design services for pavement rehabilitation projects.

**Company Structure**

TKE is a California Corporation founded in June 2000. TKE is not a subsidiary. California Business License Number: 00109901

**Firm Owners**Michael P. Thornton, P.E., P.L.S., M.S. – President
Terry Renner, P.E., P.L.S., Q.S.D. – Senior Vice President
Steven W. Ledbetter, P.E. Vice President**City of Moreno Valley****Point of Contact**Terry Renner, P.E., P.L.S., Q.S.D.
Senior Vice President
2305 Chicago Avenue
Riverside, CA 92507
Phone: (951) 680-0440
Email: trenner@tkeengineering.com

SECTION 2 | TECHNICAL PROPOSAL

A. PROJECT UNDERSTANDING

TKE has an extensive history with pavement rehabilitation and pavement analysis report preparation. We have prepared numerous pavement management and analysis reports to document pavement conditions, reasons for failure and recommended treatments. Asphalt pavement is a flexible surface which requires proper subgrade preparation, structural support and regular maintenance to ensure its maximum life potential. The two primary keys to asphalt pavement longevity is limiting asphalt's ability to flex and preventing water infiltration. Our experience with asphalt pavement rehabilitation will provide the City with viable pavement treatment options to maximize cost savings potential while constructing a pavement surface designed to withstand the traffic loading witnessed on the roadway.

TKE reviewed the existing improvements and pavement conditions within the project limits of the Cactus Avenue Pavement Reconstruction I-215 to Elsworth- to familiarize ourselves with the project requirements and proposed treatment methods. In our review we have identified varying stages of pavement failure ranging from areas of complete failure (densely alligatored cracking, heavy rutting and potholing) to moderate\early failure (consistent transverse and longitudinal cracking within portions of several lanes at the wheel paths), and to good conditions (light, sporadic longitudinal and transverse cracking or no cracking visible). TKE will identify a series of treatments using conventional asphalt, recycled pavement and rubberized asphalt methods to provide the City with the most cost-effective treatment. In our recommendations, TKE will include judgement for constructability, treatment process duration, quantities for each type of rehabilitation strategy, traffic control, vehicular traffic volume and maneuverability, commercial businesses and pedestrian traffic. We will review with the City and adjust our treatment methods to take advantage of economy of scale, higher construction efficiencies, and lower labor-intensive methods to bring the City the best value for their dollar.



Desert Lawn Drive | Calimesa, CA

With every pavement rehabilitation project it is critical to review traffic signal operations and ensure that traffic signals which are using loop detection are called for replacement. There are four traffic signals within the limits of the project, two of which are maintained by Caltrans within the State right-of-way. For any project removing and replacing loop detection, it is required that new loop installation include bicycle detection as well. The signals at State Route 215 appear to be using loop detection methods, therefore TKE will coordinate with the City and Caltrans to identify all existing loops requiring replacement and include them on the construction plans. For areas where bicycle detection is not present, TKE will identify the installation of new bicycle loop detection and/or video detection zones which would identify bicyclists.

Another requirement for pavement rehabilitation projects in California is curb access ramp replacement/upgrade to ADA compliance. For projects performing more than a slurry/chip seal, the State requires all curb access ramps be upgraded to meet ADA requirements. In addition, pavement rehabilitation projects within Caltrans right-of-way will require the ramps to be upgraded to Caltrans standards which exceeds ADA requirements (max slopes of 7.5% in ramps, 1.5% at landings and width of 5-feet). The project limits include 6 ramps which will need to be assed for removal and reconstruction to ADA standards.

B. COMPANY OVERVIEW

TKE Engineering, Inc. (TKE), a California Corporation, was established in June 2000, and in the last twenty-four years has developed into one of Southern California's premier full-service consulting engineering firms. TKE was established with the goal of providing turnkey services for

municipal projects in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and, overall quality of work. We are a highly motivated, dynamic firm with the goal of being the City of Moreno Valley's preferred consultant.

TKE provides turnkey pavement rehabilitation services to numerous municipalities throughout Riverside, San Bernardino, Los Angeles, and Orange Counties. The municipal services provided by our firm include Pavement Analysis and Pavement Rehabilitation Design, Traffic Engineering, ADA and Pedestrian Improvements, Agency Coordination, Construction Management, Inspection, Project Development, CIP Design, Surveying, Project and Plan Checking, Program Management, Utility Company Coordination and Management, Public Outreach, Grant Funding, Federally/State Funded Project Management, and Construction Surveying services. Our wide range of services provides our team with an intimate knowledge and experience of the common pitfalls for each project variation and our past history of successfully overcoming these challenges.

TKE's main office is located in a business-owned 7,000 square-foot office building at 2305 Chicago Avenue in Riverside, located approximately 15 minutes from the City of Moreno Valley (City) allowing us to mobilize and respond to the City's needs at a moment's notice. TKE currently maintains a staff of 53 designers, engineers, surveyors, inspectors, project and construction managers, drafters, and clerical personnel.



City of Yucaipa | Citywide Pavement Rehabilitation

C. RELATED SERVICES

TKE has been providing design services to Cities on pavement rehabilitation and street improvement projects for the past 24 years. In addition, TKE has prepared



specialty pavement analysis reports for City’s to research and analyze pavement deterioration and equivalent single axle loading. TKE’s design team has been responsible for the design and construction of more than 100 miles of pavement rehabilitation projects.

TKE plans to utilize our design experience to perform field reconnaissance of the proposed project areas and utilize our knowledge and experience from local Cities’ past and current street rehabilitation projects to determine removal limits and indicate areas of potential concern.

TKE’s vast experience with public agencies in general, as well as all aspects of public works engineering projects, provides us with a distinct advantage to ensure the project is completed on schedule and within budget. TKE is familiar with a variety of pavement rehabilitation treatments including cold in-place recycling, micro-surfacing, cold mill and overlay, and full depth removal and replacement.

TKE also has a history of providing pavement deterioration analysis studies to various Cities within Southern California, including for the Cities of Redlands, Highland, and Yucaipa. The studies include reviewing equivalent single axle loading to determine the main contributors to pavement deterioration on each of the various street classifications within the City. TKE’s experience with pavement rehabilitation projects and studies ensures the project design will maximize the City’s budget and provide for a long-lasting pavement solution.

TKE’s fundamental values in delivering projects align with the City of Moreno Valley’s Mission: to operate with Honesty, Integrity, and Truthfulness.

PROJECT MANAGEMENT

TKE provides effective project management services to a variety of clients. We have successfully delivered extensive and highly visible street improvement, drainage improvement, facility improvement and park improvement projects in numerous Cities throughout Southern California. TKE’s approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public’s investment.

TKE’s management approach includes:

MONTHLY PROGRESS REPORTS

TKE documents project progress for all project assigned to TKE by a comprehensive project management summary. The summary includes project name and related number, description of progress, budget status, schedule compliance, and anticipated upcoming accomplishments.

COMMUNICATION

Communications with agencies’ staff and developers is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients and developer as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting/conference indicating action items and a schedule for completion of these items.

RECORD KEEPING

TKE keeps records in an organized filing system both in hard copy and electronic forms. This organized filing system allows TKE to access records immediately should they be needed.

PUBLIC MEETINGS

TKE meets with project stakeholders as needed including City Council, the public, permitting agencies, utilities, etc. We meet with them at the project’s onset and throughout the course of project development to ensure all stakeholder project needs are considered in the project design. All meeting preparation (City Staff Reports, agendas, exhibits, slide shows, etc) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous similar presentations to Councils (closed sessions, council meetings, community meetings, etc.).

TEAM MEETINGS

Team meetings include all City parties that have any interest in the project development. In particular, the City’s Community Development Department will be a close working partner with the City engineer in development project processing and environmental compliance for capital projects. TKE has already developed a working partnership with other members of the City’s planning staff and will effectively works with him to complete expediting project processing.

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT





Citywide Pavement Rehabilitation | Moreno Valley, CA

CIVIL ENGINEERING

TKE provides licensed Civil Engineering Services. We can provide a Civil or Resident Engineer on an interim, full-time, or part-time basis under a staffing contract. TKE's Civil Engineering projects have included:

- △ Local streets and road design
- △ Pavement Management systems
- △ Grading studies, design and earthwork analysis
- △ Capital Improvement Programs (CIPs)
- △ Neighborhood improvement preservation
- △ Hydrologic Studies/Hydraulic Design
- △ Storm Water Pollution Prevention Plans (SWPPP)
- △ Sediment and Erosion Control Facilities
- △ Hydromodification Studies/Water Quality Management Plans (WQMPs)
- △ Storm Drainage Infrastructure Planning and Design
- △ Sanitary Sewer Infrastructure Planning and Design
- △ Potable and Recycled Water Infrastructure Planning and Design
- △ Floodplain Analysis and Mapping
- △ Preparation of FEMA Requests for Letters of Map Revisions

D. PROJECT APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is:

- △ Project completion that meets all project requirements and specifications
- △ Project completion within budget

- △ Project completion on schedule



Desert Lawn Drive Pavement Rehabilitation | Calimesa, CA

Our goal is not limited to the design of the projects only, but includes the incorporation of value engineering and constructability review. Through the examination of specific design alternatives, we will identify the most cost-effective pavement rehabilitation alternative that meets design requirements and will provide for the greatest opportunity for longevity and expedited construction, which allows us to consistently deliver projects that use public resources in a very wise and responsible manner. We have developed this project approach in order to maintain an expertise in our core business of high priority projects with tight budgetary constraints.

Our approach to your project, recognizing that both cost effectiveness and expedited construction are of primary concern, dictates that very close working partnership between the selected consultant and the City is vital to successful project completion. When this is coupled with the various site constraints, it is critical that the City choose a consultant team with a proven track record of delivering design projects. With a familiar team of senior level design and construction professionals, TKE is the right choice for this project.

As mentioned above, our experience tells us that there must be a proactive approach to completing the work in order to complete a cost effective fully functioning public works project. This approach includes early identification of critical elements, and development of project schedule and tasks.

The most important key to every public works project is management. TKE, working closely with City staff, will ensure that the project is managed properly to expedite project delivery. Project development will generate a series of considerations requiring City responses. Our close working partnership will lead to the proper decisions and ultimately a fully operating, cost effective public works improvement project.

TKE also understands the limits on the City's budget, particularly funding. Because of the limited budget for

City projects, it is vital to keep costs controlled. Our approach to controlling costs is to utilize our considerable experience with design to assist in providing constructability reviews and cost estimating based on current information from our on-going and recently completed projects.

E. CRITICAL ISSUES

CRITICAL ISSUES

CALTRANS ENCROACHMENT PERMITTING

TKE’s wide range of successful project delivery has enabled us to forge relationships with the various resource agencies necessary for complex encroachment permitting. We have successfully acquired permits from Caltrans, as well as local City permits, on more than 50 projects throughout our history. We are familiar with the Caltrans requirements to provide information documenting all curb access ramps meet ADA compliance as well as preparation of Design Standard Decision Documents for any improvements which do not meet Caltrans Standards. In addition, TKE is familiar with the Caltrans ADA ramp requirements exceeding the baseline requirements of ADA for slope and width. Our long-standing relationships and permitting experience allows us to expedite the permitting process and provides the City knowledgeable experts to turn to in order to avoid future challenges.

PAVEMENT REHABILITATION

Review of the PCI ratings and pavement conditions at the site indicates that pavement conditions are widely varying each street segment will be analyzed to determine the most appropriate and cost-effective method of pavement rehabilitation. TKE will provide geotechnical investigation for specific pavement design. Where full removal and repair are likely, samples will be taken in the street subgrade for laboratory testing to determine the correct section for street design.

RAMP TRANSITIONS

For ramp construction projects, transitions to existing improvements are typically the most challenging component of design, especially in fully developed areas where private improvements were constructed with insufficient setbacks to properly install the proposed improvements to today’s standards.

It appears that private improvements such as fences, walls, and landscaping may be impacted by ramp construction. TKE will identify such impacts early during project design and will develop an action plan for working with residents that may be impacted. Our goal will be to complete ramp design that will fully comply with ADA requirements within the City’s right-of-way at the same time as minimizing private property impacts

IDENTIFICATION OF CRITICAL DESIGN ELEMENTS

Our approach to this critical issue will be to immediately initiate field review, perform very thorough records research, and document all the critical design elements so they can be presented to the City. The elements include the location of any areas the location of any areas that will require special construction methods, additional permitting requirements or pavement rehabilitation strategies in order to ensure proper pavement construction.

The TKE Team will work strategically to ensure a viable financial plan for the City of Moreno Valley is achieved with measurable results.

EXPERIENCE WITH COMMON CHALLENGES

TRAFFIC CONTROL

TKE’s wide range of successful project design delivery and construction management has enabled us to understand common mistakes that lead to difficult, more expensive construction. TKE inherently analyzes all design alternatives against such factors as traffic control and tread paths to provide the most cost effective and constructible alternative available.

ACCURATE COST ESTIMATING

Because of the limited budget, it is vital to keep costs controlled. Our approach to controlling costs is to provide frequent and accurate cost estimates by using TKE’s detailed cost estimating database. In addition to using this database, TKE utilizes our considerable experience with Construction Management to assist in providing constructability reviews and cost estimating based on current information from our on-going projects. Finally, with the current economic climate, construction costs are

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT



widely varying. We will also discuss the project's elements with local contractors to assure that we have the most current construction information available so that the City can get the most "bang for their buck".

F. WORK PLAN

Scope of Professional Services is presented in the following paragraphs:

TASK NO. 1 - PROJECT MANAGEMENT

TKE's Project Manager will be responsible for the entire project team. He will attend all meetings, prepare agendas and corresponding meeting minutes together with collection of signatures for meeting attendees (sign-in sheets). He will meet with the City at appropriate times and will meet as needed with agencies, businesses, property owners, and utilities in addition to the meetings presented below. He will also update the project budget and schedule prior to each City meeting for discussion with staff.

Deliverables: Meeting Minutes, Agendas and Sign-In Sheets

TASK NO. 2 - INITIAL 'KICK OFF' MEETING

Prior to commencement of services, we propose to meet City staff to review project obligations and to discuss all project requirements in detail. In addition, we will discuss the project's scope of services and our detailed project schedule. We also utilize this meeting to reach agreement on a communication protocol and to acquire City existing utility plans, street plans, monument ties, and/or benchmarks.

Deliverables: Agenda, Minutes, and Distribution to all Entities

TASK NO. 3 - RECORDS RESEARCH

We will thoroughly research existing utility records and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of street centerlines and street rights-of-way and determine locations of all existing surface improvements.

The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, monument ties, benchmark data, corner records, street improvement plans, and utility drawings. We will request the City provide copies of available pertinent City records, such as survey ties, benchmarks, and street, and/or drain improvement plans.

Deliverables: Record Data and Utility Information

TASK NO. 4 - DESIGN SURVEYING

We propose to use conventional surveying to prepare the base construction drawings. Our field survey crew will locate existing street centerline monuments utilizing survey control data. The crew will measure the horizontal angle, horizontal distance, and vertical elevation difference between each survey monument. We will complete a traverse for each survey to ensure closure. Elevations will be tied to existing City benchmarks. We will collect appropriate detail as required including edge of pavement, driveways, curbs, gutters, cross gutters, walkways, sidewalks, fire hydrants, water valves, manholes, water meters, trees, signs, street lights, power poles, and all other visible features.

Deliverables: Ground Topography, Utilities and Data in ASCII Format with Description Codes.

TASK NO. 5 - FIELD RECONNAISSANCE

TKE will perform field reconnaissance to collect appropriate detail as required to identify existing improvements and existing areas of reconstruction. Data collected from the field reconnaissance will be used to prepare the base construction drawings and identify the limits of removals and required concrete replacements.

Deliverables: Removal Limits Exhibit

TASK NO. 6 - BASE CONSTRUCTION DRAWINGS

Utilizing the provided survey data, we will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2020 software, utilizing the City's layering system, at a drawing scale of 1"=40'. The base construction drawings will include a plan view based on aerial imagery data. We will add the sheet north arrow, graphic scale, existing improvements



and utilities (based on both assembled records and field data), property lines, public and private right-of-way, easement areas, assessor parcel numbers, street centerline, street names, water service location; sewer manhole lids and water valve lids; cross gutters; driveways, pedestrian ramps; traffic stripes and legends; curb returns; mailboxes, trees and landscaping, and survey data to the plan view portion of the drawings. Once the base drawings are complete, we will perform a careful field review to ensure all underground facilities are shown correctly.

Deliverables: Base Construction Drawings in Plan View

TASK NO.7 GEOTECHNICAL INVESTIGATION

We would propose to retain Aragon Geotechnical, Inc. (AGI) as a sub consultant to provide Geotechnical services for the project. AGI will provide geotechnical evaluations and recommendations of grading, earthwork, and pavement design. They will perform the following:

- △ Drilling, sampling and logging of necessary borings for evaluation of street structural section. AGI will notify Underground Service Alert and will provide necessary traffic control for the field operations. The borings will be drilled to a depth of at least five feet. The asphalt pavement thickness and base thickness will be noted during the boring operations.
- △ Design of street structural section using the City's provided traffic indices.
- △ Laboratory testing of representative soil samples to evaluate in-situ moisture content, density tests, max density and optimum tests, sieve analysis, R-value, direct shear tests, consolidation and collapse tests and corrosivity characteristics of the on-site soils.
- △ Data compilation and geotechnical analysis of existing geotechnical maps, reports, and field and laboratory data to provide recommendations for pavement design. Analysis will include recommendations for new pavement section alternatives, based on the traffic indices and R-value testing.
- △ Preparation of a report presenting our findings, conclusions and recommendations pertaining to design, compaction requirements, and subgrade preparation for each street. In addition, the

report will provide recommendations for asphalt pavement recycling and other recommendations, which would include cost saving treatment methods.

Deliverables: Geotechnical Report and Field Log Data

TASK NO. 8 - 60% DESIGN

60% Design will include preparation of preliminary construction drawings, preliminary technical specifications, and preliminary construction estimates.

Construction drawings will show proposed pavement rehabilitation strategies and damaged concrete replacement including locations of proposed curb, gutter, sidewalk, spandrels, cross gutters and ramps. In addition, all existing ramps will be reviewed for ADA compliance and all non-compliant or missing ramps will be constructed. Proposed improvements will be designed in accordance with the City's, APWA and SSPWC current design standards and specifications.

For the drawings, we will prepare a title sheet, construction notes sheet, demolition plan sheets, plan/profile sheets, signing and striping sheets, and necessary detail sheets.

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction notes and quantities, an index for the drawings, list of utilities with phone numbers, and references on the City's standard title block.

The construction note sheet will show general construction notes and project specific requirements.

The pavement sheet will show existing pavement demolition and reconstruction limits for all pavement strategies including, pavement removal, cold milling, saw cutting locations and limits, existing improvement and concrete improvement removals, as required. In addition, the plan will specify proposed improvements including curb and gutter, cross-gutters, ramps, pavement rehabilitation methods and limits, overlay limits, and manhole, valve, and vault cover grade adjustments.

The signing and striping sheets will show existing and proposed lane striping, pavement markings, signage and traffic loops replacement.

The construction detail sheets will include appropriate standard details and special ramp construction requirements, all at appropriate drawing scales.

For the specifications, we will prepare the Standard Technical Provisions as required for the projects. The construction specifications will be prepared in Microsoft Word (2020 Version) format in accordance with City standards.

In addition, we will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

60% Design (preliminary construction drawings, preliminary technical specifications, and preliminary construction estimates will be submitted with a project summary memorandum together with an updated project schedule, and utility contact matrix.

Deliverables: 60% Design Sheets

TASK NO. 9 - 60% DESIGN REVIEW MEETING

After 60% design is complete, we will forward 2 copies of the drawings to the City for review. After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Deliverables: Meeting Agenda, Minutes and Final Design Approval

TASK NO. 10 - CALTRANS PERMIT ACQUISITION

After the 60% design comments are provided to TKE, we will begin application preparation for the required Caltrans encroachment permit. Upon completion of the application, TKE will submit application to Caltrans, provide follow up correspondence and track permit progress through completion.

Deliverables: Permit Application

TASK NO. 11 - 90% DESIGN

90% design will include incorporation of City comments for revised plans, specifications, estimates, pavement rehabilitation design, signing and striping plans. 60% design will include final submittal of specifications, quantities, and estimates for City review.

90% Design will be submitted with a project summary memorandum together with an updated project schedule and cost estimate.

Deliverables: 90% Design Sheets

TASK NO. 12 - 90% DESIGN REVIEW MEETINGS

After the City has completed its review, we will meet with City staff to acquire final Staff comments.

Deliverables: Meeting Agenda, Minutes and Final Design Approval

TASK NO. 13 - FINAL DOCUMENTS

Final documents will include incorporation of City final comments, and final documents ready for public bidding. Final documents will include mylars and hard copy specifications and estimates with signatures and electronic copies of final documents.

Deliverables: Plans, Specifications, Estimates

G. EFFECTIVE QA/QC

TKE takes pride in its reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all service provided by TKE. Key components of the Program include check lists, field reviews, and discussion with City staff. High quality services yield the following tangible results:

- △ Ease of oversight
- △ Smoother processing
- △ Minimal delays in the bidding phase
- △ Healthy number of bidders
- △ Consistent bids
- △ Minimized construction support cost
- △ Absence of design-related change orders
- △ Reduced claims and dispute resolution costs

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire process. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always



“think quality” in every task performed throughout the design process. This program has become a natural element in all aspects of TKE’s management activities, and will guide all services provided by TKE.

Effective QA/QC includes:

- △ Staff training and development
- △ Assignment of experienced staff
- △ Continuity of staffing
- △ Project-specific work plan
- △ Schedule compliance
- △ Comprehensive field review and compilation of site data
- △ Established design procedures
- △ Established detailing standards
- △ Established checking procedures, including independent in-house QA/QC review
- △ Dual (independent) quantity estimates
- △ Review by Constructability expert

TKE’s vast experience in design services and construction management, our knowledge of the City in general, as well as all aspects of public works engineering projects, provides us with a distinct advantage to ensure the project is completed on schedule and within budget. TKE’s effective management style and our inspectors’ knowledge of Public Works inspection projects enable early identification of design and construction errors which helps expedite construction and keep our projects within budget.

EXAMPLE OF EFFECTIVE QA/QC

During the construction of the San Bernardino Avenue Trunk Sewer, TKE was able to effectively relocate a major underground Southern California Edison transmission main and avoid a six-month delay to the construction schedule. In addition, as a result of our effective in-house constructability review and construction expertise, our team was able to recommend a solution that reduced the amount of import for the Pacific Electric Trail, Segment 6, by approximately 9,500 cubic yards, avoiding a potential change order in the amount of \$50,000.

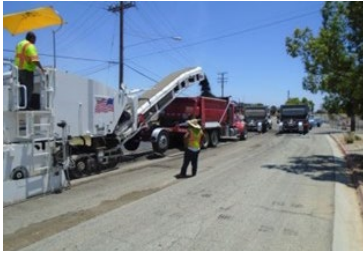


San Bernardino Avenue | Trunk Sewer

H. PROJECT EXPERIENCE

CALIMESA CITYWIDE PAVEMENT REHABILITATION PROJECT PHASE 1

City of Calimesa, CA



Client Contact: Will Kolbow
Phone Number: 909-795-9801
Email: wkolbow@cityofcalimesa.net
Project Cost: \$1.9M
Completion Date: May 2023

RELEVANCE TO MORENO VALLEY

- Caltrans Permitting
- Pavement Rehabilitation for Major Roadway
- Residential Pavement Rehabilitation Project
- Striping Project
- PCC Improvement Reconstruction
- Various Pavement Strategies
- Community Outreach Efforts

DESCRIPTION

The citywide pavement rehabilitation project included various pavement rehabilitation strategies for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps. The project also included coordination with Caltrans to obtain a permit for construction within the State right-of-way for repaving the Sandalwood overcrossing of the Interstate 10 Freeway.

SERVICES

Services included ARPA funding administration, design, topographic surveying, pavement rehabilitation strategy, utility coordination, plans, specifications and estimate preparation and Caltrans permitting.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Brian Wolfe, P.E., Octavio Parada, Ron Musser, P.L.S.

CALIMESA CITYWIDE PAVEMENT REHABILITATION PROJECT PHASE 2

City of Calimesa, CA



Client Contact: Will Kolbow
Phone Number: 909-795-9801
Email: wkolbow@cityofcalimesa.net
Project Cost: \$2.2M
Completion Date: On-Going

RELEVANCE TO MORENO VALLEY

- Pavement Rehabilitation for Major Roadway
- Residential Pavement Rehabilitation Project
- Striping Project
- PCC Improvement Reconstruction
- Various Pavement Strategies
- Community Outreach Efforts
- Community Outreach Efforts

DESCRIPTION

The citywide pavement rehabilitation project included various pavement rehabilitation strategies for 12 residential and arterial streets: 2nd Street from County Line Road to E Avenue L, Fisher Court from 2nd Street, Alton Court from 2nd Street, Fremont Street from County Line Road to E Avenue L, E Avenue L from Fremont Street to West, Homles Street to County Line Road, 4th Street from County Line Road to W Avenue L, Ponderosa Trail from Mulberry Lane to Smokeridge Trail, Lone Star Court to Sandalwood Drive, Nugget Court from Sandalwood Drive, Gold Spur Court from Canyon View Drive, Canyon View Drive from 3rd Street. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps.

SERVICES

Services included ARPA funding administration, design, topographic surveying, pavement rehabilitation strategy, utility coordination, plans, specifications and estimate preparation and Caltrans permitting.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Brian Wolfe, P.E., Octavio Parada, Ron Musser, P.L.S.

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WILDOMAR CITYWIDE PAVEMENT REHABILITATION IMPROVEMENTS*City of Wildomar, CA*

Client Contact: Daniel York
Phone Number: 951-677-7751 ext. 216
Email: Dyork@cityofwildomar.org
Project Cost: \$49K
Completion Date: On-Going

RELEVANCE TO MORENO VALLEY

- Design of Pavement Rehabilitation
- Pavement Infrastructure
- Permit Coordination

DESCRIPTION

The citywide pavement rehabilitation project included various pavement rehabilitation strategies for the design of pavement rehabilitation for various streets (Clinton Keith Road, Cherry Street, Sellers Road, Canyon Ranch Road, Waite Street, Walnut Street and Wesley Street). The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation, there were 29 curb ramps that require removal and reconstruction. TKE has an outstanding relationship with the City and design of pavement rehabilitation improvement projects. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis.

SERVICES

Services include design, topographic surveying, pavement rehabilitation strategy, utility coordination, plans, specifications and estimate preparation and Caltrans permitting

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Octavio Parada, Ron Musser, L.S., Shelby Kelley, P.E.

CITYWIDE PAVEMENT REHABILITATION PROGRAM (ARTERIALS) FY 2021/22*City of Moreno Valley, CA*

Client Contact: Melissa Walker
Phone Number: 951-218-8646
Email: melissaw@moval.org
Project Cost: \$18M
Completion Date: 2023

RELEVANCE TO MORENO VALLEY

- City of Moreno Valley Experience
- Various Pavement Rehabilitation Strategies
- Arterial Roadway Construction and Traffic Control
- Permitting and Private Residents and Business Coordination

DESCRIPTION

The Citywide Pavement Rehabilitation Program for FY 2021/22 Project included rehabilitation for 20 miles along various streets throughout the City of Moreno Valley. TKE provided daily inspection and monitoring to ensure construction of the project was in accordance with the approved plans and specifications. The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis.

SERVICES

Services included review and monitoring of Contractor's daily traffic control, storm water pollution prevention measures and safety procedures, daily oversight and inspection, report preparation, photo log preparation and verification of quantities for payment requests.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Octavio Parada.



FOOTHILL BOULEVARD REHABILITATION PROJECT

City of Azusa, CA



Client Contact: Robert Delgadillo
Phone Number: 626-812-5248
Email: rdelgadillo@azusaca.gov
Project Cost: \$1.7M
Completion Date: 2023

RELEVANCE TO MORENO VALLEY

- Rehabilitation for Major Roadway
- Pavement Rehabilitation Project
- Landscape Conversion Project
- Striping Project
- Ramp and Sidewalk Construction Project
- Various Pavement Strategies
- Community Outreach Efforts

DESCRIPTION

TKE prepared design of pavement rehabilitation and landscape median improvement for approximately 4,500 linear feet along Historic Route 66 – Foothill Boulevard from Orange Avenue to Alosta Avenue. The project included various pavement rehabilitation strategies and also included improvements to sidewalks, curb ramps, driveways, bus stops, etcetera as may be required. In addition, the added reach also includes landscape modifications of one additional median island.

SERVICES

Services include design, topographic survey, pavement rehabilitation strategy, cost estimates, project specifications and drought tolerant landscape conversion.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Octavio Parada, Monae Pugh

PALOMAR/CLINTON KEITH SIDEWALK, TRAIL, AND BIKE LANE CONNECTIVITY PROJECT

City of Wildomar, CA



Client Contact: Daniel York
Phone Number: 951-677-7751 ext. 216
Email: Dyork@cityofwildomar.org
Project Cost: \$1.5M
Completion Date: 2022

RELEVANCE TO MORENO VALLEY

- Public transportation improvement project
- Utility relocation coordination
- Various pavement rehabilitation strategies
- Private improvement coordination and restoration
- RCFC & WCD Permitting
- Right-of-way engineering
- Right-of-way acquisition assistance

DESCRIPTION

The Palomar/Clinton Keith Connectivity Project is a grant funded project located along Palomar Street from Clinton Keith Road to Meadow Ridge Lane and along Clinton Keith Road from Renaissance Plaza to Hidden Springs Road in the City of Wildomar. The project included approximately one mile of sidewalk connectivity, ultimate street widening, storm drain, striping, and private property restoration that required full depth removal and placement of AC pavement; removal and reconstruction of concrete curbs and gutters, ADA ramps, cross-gutters, sidewalks; construction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, and driveway approaches; construction of CMU retaining wall and significant regrading along hillsides; construction of a multipurpose DG Trail; construction of catch basins, rock bioswales, headwalls, and storm drains; installation of a new pedestrian push button system and curb ramp at the intersection of Clinton Keith Road and Renaissance Plaza; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors.

SERVICES

Services included preliminary engineering, design, topographic survey, right-of-way engineering and acquisition assistance, flood control permitting, traffic signal modification, ADA accessibility, Storm Water Pollution Protection, striping redesign, utility relocation and coordination, coordination with property owners, bidding assistance, and construction assistance.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Chance Renner, E.I.T., Ron Musser, P.L.S., Brett Enscoe

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I. RESOURCE ALLOCATION MATRIX

City of Moreno Valley Cactus Ave Pavement Reconstruction: I-15 to Elsworth Street (City Project No. 801 0106) Project Summary Resource Allocation								
Task No.	Task	Principal In Charge Hours	Project Manager Hours	Project Engineer Hours	Assistant Engineer/Designer Hours	Clerical Hours	Survey Crew Hours	Subconsultant Hours
Scope of Services								
1.	Project Management	2	4	4		8		
2.	Initial 'Kick Off' Meeting		4	4		1		
3.	Records Research		2	4	4	8		
4.	Design Survey		4	8	4		40	
4.	Field Reconnaissance	2	8	24	40			
5.	Base Construction Drawings		4	16	64			
6.	Geotechnical Investigation		2	2		2		80
7.	60% Design	4	24	40	80	24		
8.	60% Design Review Meeting		4	4		1		
9.	Caltrans Permit Acquisition	4	16	24	40	24		
10.	90% Design	2	12	24	64	24		
11.	90% Design Review Meeting		4	4		1		
12.	Final Documents	2	8	16	32	16		
Subtotal:		16	96	174	328	109	40	80

TKE Engineering, Inc.

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SECTION 3 | PROPOSED STAFF/TEAM

A. KEY PERSONNEL

TKE's key staff assigned to perform the services required are identified and discussed in detail within the following section. TKE currently maintains a staff of 53 personnel who are highly qualified to assist with any of the required services for this contract.

TKE has two unique advantages associated with the experience of TKE's project team. One benefit of TKE's project team is our extremely low internal turnover rate. As a result of our rigorous interview and testing procedures, coupled with our extremely high employee satisfaction rates, TKE staff has years of experience working together. The close relationships each of our staff members have with one another provide the City with an extremely well rounded and experienced team. As such, TKE's project team experience directly correlates with TKE's firm experience described previously.

The second benefit of TKE's project team is our internal training procedures. TKE has strived to develop techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to meet all of our clients' needs. TKE trains our staff on every facet of engineering design and construction to provide a level of knowledge that can identify problems in every phase of a project, from planning through construction.

It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationships with our client base. Understanding that all aspects of professional engineering consulting services are important to ensure the City's interests are protected and project schedules are met, our team brings TKE management level professionals to projects ensuring that every aspect receives full and comprehensive consideration. It is this personal touch and contact that define our 'local service' approach. We consider ourselves community builders and take ownership of services requested from TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all services on schedule and within specified budget. TKE is committed to responding to our clients' needs as they arise.

TKE fully recognizes the City's concern for high quality, timely performance, and precise communication when utilizing the services of a consultant. Each project conducted by TKE is managed and staffed by a project team assembled to meet the specific needs of the project. We have assembled a highly qualified and experienced project team, which we believe will best serve your needs. Our project teams' experience with Moreno Valley and numerous Cities and Counties throughout Southern California, provide the City with a superior level of expertise. TKE's project team is comprised of the firm's Principal, and senior-level staff. TKE's key personnel will not be replaced throughout the entirety of the project. Resumes of each team member are included below.



Terry Renner, P.E., P.L.S., Q.S.D.
Principal-In-Charge

California P.E., No. 69984

California P.L.S., No.9762

Q.S.D. Certification No. 24329

Terry Renner is the Senior Vice President of TKE and has 24 years of experience in civil engineering infrastructure projects, including pavement rehabilitation, pavement analysis, street and transportation improvements, sewer and water improvements, drainage improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for the City of Moreno Valley, Highland, Yucaipa, South El Monte, El Monte, Fontana, Calimesa, Upland, Rialto, Riverside, Redlands, La Habra and Corona. Mr. Renner has been responsible for design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, submitting all deliverables in a timely manner, construction coordination and scheduling, submittal review, supervising a staff of inspectors and subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced and services delivered by TKE continue to exceed industry standards.



Octavio Parada
Project Manager

Mr. Parada has over 24 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and

detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.



Brian Wolfe, P.E. M.S.
Project Engineer
California P.E. No. 69101

Brian Wolfe has over 19 years' experience in civil engineering and land surveying for both private and public sectors of the industry. His experience in design, construction and plan checking includes a variety of improvement projects such as street improvements, pavement rehabilitation, signing and striping, precise grading, water mains, demolition, reservoir rehabilitation, and sewer mains. He has provided City Engineering, staff augmentation, capital improvement design, utility management, construction management and plan checking services for several Southern California public agencies. His experience also includes public works construction inspection, legal descriptions for easements, topographic surveying and construction surveying.



Ron Musser, P.L.S.
Director of Surveys
California P.L.S., No. 4230

Mr. Musser has nearly 53 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte

DEPTH OF RESOURCES

An organizational chart for the entire team is presented on the following pages, and brief resumes for key personnel have been provided within this section. Upon the City's request, TKE can furnish additional resumes for any support staff or back-up personnel needed to accomplish the work under this contract. TKE understands the importance of maintaining continuity of our staff, so no changes in team composition will be made without prior written approval from the City.

B. SUBCONSULTANTS



TKE Engineering has retained Aragón Geotechnical Inc. (AGI) as our subconsultant for geotechnical services. Aragón Geotechnical Inc. (AGI) is a highly qualified geotechnical and construction materials testing firm with significant experience in providing services similar to those being requested. AGI is committed to providing geotechnical, materials testing, and construction field inspection services with a superior degree of professional excellence and proficiency. We offer

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clients individual attention and provide innovative solutions at a competitive cost.

AGI traces its roots to the year 1973, followed soon after by the establishment of the present headquarters office in the Woodcrest area of Riverside County. The firm will apply decades of experience acquired by talented professionals in the fields of geotechnical engineering, engineering geology, hydrogeology, earthquake engineering, and materials engineering and testing to the project team. Our staff regularly attends scientific conferences and specialty training sessions to stay abreast of cutting-edge technologies and new developments in our disciplines. AGI is a State of California Small Business Enterprise (SBE #1182800), Minority Business Enterprise (MBE # 19000092) and Disadvantaged Business Enterprise (DBE # 45365). AGI has California Department of Transportation (Caltrans) certified facilities and is AASHTO Resource (Formerly AMRL) accredited.

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C. ORGANIZATIONAL CHART



Principal-in-Charge/Project Manager
Terry Renner, P.E., P.L.S., Q.S.D.

Project Manager
Octavio Parada

Project Engineer
Brian Wolfe, P.E.

Director of Surveys
Ron Musser, P.L.S.

TKE SUPPORT TEAM
(50+ Members)

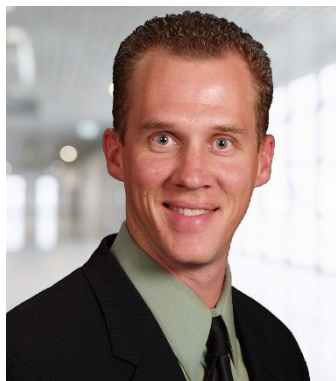
Geotechnical Subconsultant:



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D. RESUMES



TERRY RENNER,
P.E., L.S., Q.S.D.

Principal-In-Charge

TKE Engineering, Inc.

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License Number 69984 (CA)
P.L.S. License Number 9762 (CA)
Qualified SWPPP Developer and Practitioner #24329

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training
PM-10

AFFILIATIONS

American Public Works Association
American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has 24 years of experience in civil engineering infrastructure projects, including street, pavement rehabilitation strategies, pavement deterioration analysis, roundabouts, transportation improvements, traffic signal improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for San Bernardino and Riverside Counties as well as Cities of Moreno Valley, Jurupa Valley, Azusa, Upland, Glendora, Coachella, Fontana, Hesperia, Riverside, Redlands, Rialto, Calimesa, Colton, El Monte, and Corona. As a project manager, Mr. Renner has been responsible for field analysis of pavement deterioration, design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner.

DETAILED PROJECT EXPERIENCE

- Calimesa Citywide Pavement Rehabilitation Project Phase 1, City of Calimesa, CA** – Mr. Renner was the Principal-In-Charge for design of pavement rehabilitation for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps.
- Wildomar Citywide Pavement Rehabilitation Improvements, City of Wildomar, CA** – Mr. Renner served as the Principal-In-Charge. The citywide pavement rehabilitation project included various pavement rehabilitation strategies for the design of pavement rehabilitation for various streets (Clinton Keith Road, Cherry Street, Sellers Road, Canyon Ranch Road, Waite Street, Walnut Street and Wesley Street). The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation, there were 29 curb ramps that require removal and reconstruction. TKE has an outstanding relationship with the City and design of pavement rehabilitation improvement projects. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis.
- Foothill Boulevard Rehabilitation Project, City of Azusa, CA** - Mr. Renner served as the Principal-In-Charge. TKE prepared design of pavement rehabilitation and landscape median improvement for approximately 4,500 linear feet along Historic Route 66 – Foothill Boulevard from Orange Avenue to Alostia Avenue. The project included various pavement rehabilitation strategies and also included improvements to sidewalks, curb ramps, driveways, bus stops, etcetera as may be required. In addition, the added reach also includes landscape modifications of one additional median island.

- **Pacific Street Pavement Rehabilitation, City of Highland-** Mr. Renner served as the Principal-In-Charge for the Pacific Street Pavement Rehabilitation project. The city was awarded a grant under the CalRecycle Rubberized Pavement Grant Program. TKE provided engineering services for the design and preparation of 6,800 linear feet of pavement rehabilitation, ADA curb ramp replacement, while minimizing the replacement of existing storm drain structures, bike lane and road striping and signage, roundabout geometry analysis at Pacific Street and Palm Avenue within the Historic city's down town area. TKE assisted in the analysis and geometry analysis report preparation, applying modern roundabout design principles such as approach deflection, inscribed circle diameter (ICD), fastest path, turn swept path and sight lines evaluation. The project also required the coordination (compliance) between the City of Highland and the City of San Bernardino since the project laid within both cities.
- **CDBG Citywide Pavement Rehabilitation Project, City of El Monte, CA-** Mr. Renner was the Principal-In-Charge for design of pavement rehabilitation of residential, local, collector and arterial streets throughout the City of El Monte. The project included more than 480,000 square feet of Asphalt-Rubber Cape Seal and 560,000 square feet of Type II Rubberized Emulsion Aggregate Slurry Seal.
- **9th Street Transit Stop Sidewalk & Bikeway Improvement, City of Highland-** Mr. Renner served as the Principal-In-Charge. TKE provided Engineering services for 1,600 linear feet of road widening, ADA and pedestrian enhancement project at 9th Street between Eucalyptus Drive and Victoria Avenue. The project included construction of proposed curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, private improvement restoration, proposed improvement of two Omnitrans bus stops and signing and striping.
- **Transit Stop Access Improvements, City of Highland-** Mr. Renner served as the Principal-In-Charge. The City was awarded a grant by the San Bernardino County Transportation Authority (SBCTA) under the Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Facilities Program. The project included the design and preparation of 500 linear feet of sidewalk and Driveways, improvement and relocation of Omnitrans Bus stops facilities. A key aspect of the project was to identify all Private improvements such as fences, gates, trees, walls, mailboxes, drainage structures, and landscaping that will be impacted by the curb, gutter, and sidewalk improvements.
- **Desert Lawn Drive Pavement Rehabilitation, City of Calimesa, CA –** Mr. Renner served as the Principal-In-Charge. The Desert Lawn Drive Pavement Rehabilitation Project is located in the City of Calimesa between Cherry Valley Boulevard and Champions Drive which included rehabilitation of 6,500 linear feet of frontage road. TKE provided field investigation of existing project limits to identify proposed rehabilitation strategies for street repair, preparation of specifications and preliminary cost estimates. The project included Type II Slurry Seal, cold milling, and asphalt concrete overlay



OCTAVIO PARADA

Project Manager

TKE Engineering, Inc.

EDUCATION

Bachelors of Science (B.S),
Autonomous University of Baja
California, Mexico (UABC)

CERTIFICATIONS

Certificate (1996),
Traffic Engineering for highways,
Secretary of Transport and
Communication (SCT-Mexico)

Certificate (2007),
CAD Pilot Boot Camp
for Civil 3D,
CVIS

Mr. Parada has over 24 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.

DETAILED PROJECT EXPERIENCE

- **Calimesa Citywide Pavement Rehabilitation Project, City of Calimesa, CA** – Mr. Parada was the project engineer for design of pavement rehabilitation for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps.
- **Wildomar Citywide Pavement Rehabilitation Improvements, City of Wildomar, CA** – Mr. Parada served as the Project Manager. The citywide pavement rehabilitation project included various pavement rehabilitation strategies for the design of pavement rehabilitation for various streets (Clinton Keith Road, Cherry Street, Sellers Road, Canyon Ranch Road, Waite Street, Walnut Street and Wesley Street). The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation, there were 29 curb ramps that require removal and reconstruction. TKE has an outstanding relationship with the City and design of pavement rehabilitation improvement projects. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis.
- **CDBG Citywide Pavement Rehabilitation Project, City of El Monte, CA** – Mr. Parada was the project engineer for design of pavement rehabilitation of residential, local, collector and arterial streets throughout the City of El Monte. The project included more than 480,000 square feet of Asphalt-Rubber Cape Seal and 560,000 square feet of Type II Rubberized Emulsion Aggregate Slurry Seal.
- **Tyler Street, Street Improvements, City of Riverside, CA** – The Tyler Street, street improvements project is located in the Southwest Riverside area between Wells Avenue and Hole Avenue. Proposed improvements will provide for corridor beautification and improved traffic and pedestrian safety. Mr. Parada Assisted in the design and

- preparation of approximately 6,200 linear feet of street widening, bike lane extension and median improvements. Preparation of legal descriptions, right-of-way acquisition plats, temporary construction easement plats and grant and easement deeds for 49 separate parcels
- **Pacific Street Pavement Rehabilitation**, City of Highland- Mr. Parada served as the project manager for the Pacific Street Pavement Rehabilitation project. The city was awarded a grant under the CalRecycle Rubberized Pavement Grant Program. TKE provided engineering services for the design and preparation of 6,800 linear feet of pavement rehabilitation, ADA curb ramp replacement, while minimizing the replacement of existing storm drain structures, bike lane and road striping and signage, roundabout geometry analysis at Pacific Street and Palm Avenue within the Historic city's down town area. TKE assisted in the analysis and geometry analysis report preparation, applying modern roundabout design principles such as approach deflection, inscribed circle diameter (ICD), fastest path, turn swept path and sight lines evaluation. The project also required the coordination (compliance) between the City of Highland and the City of San Bernardino since the project laid within both cities.
 - **9th Street Transit Stop Sidewalk & Bikeway Improvement**, City of Highland- Mr. Parada served as the project manager. TKE provided Engineering services for 1,600 linear feet of road widening, ADA and pedestrian enhancement project at 9th Street between Eucalyptus Drive and Victoria Avenue. The project included construction of proposed curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, private improvement restoration, proposed improvement of two Omnitrans bus stops and signing and striping. The City was awarded a grant by the San Bernardino County Transportation Authority (SBCTA) under the Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Facilities Program.
 - **Transit Stop Access Improvements**, City of Highland- Mr. Parada served as the project manager. The City was awarded a grant by the San Bernardino County Transportation Authority (SBCTA) under the Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Facilities Program. The project included the design and preparation of 500 linear feet of sidewalk and Driveways, improvement and relocation of Omnitrans Bus stops facilities. A key aspect of the project was to identify all Private improvements such as fences, gates, trees, walls, mailboxes, drainage structures, and landscaping that will be impacted by the curb, gutter, and sidewalk improvements.



BRIAN WOLFE, P.E.

Project Engineer

TKE Engineering, Inc.

EDUCATION

M.S. Civil Engineering, California State Polytechnic University, Pomona

B.S. Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

Professional Engineer (CA) 69109

AFFILIATIONS

American Society of Civil Engineers (ASCE)

Past-President, San Bernardino/Riverside County Branch

Brian Wolfe has over 19 years of experience in civil engineering and land surveying for both private and public sectors of the industry. Over the last three years Mr. Wolfe has been serving the City of Adelanto as the City Engineer. His experience in design, construction and plan checking includes a variety of improvement projects such as street improvements, pavement rehabilitation, signing and striping, precise grading, water mains, demolition, reservoir rehabilitation, and sewer mains. He has provided City Engineering, staff augmentation, capital improvement design, utility management, construction management and plan checking services for several Southern California public agencies. His experience also includes public works construction inspection, legal descriptions for easements, topographic surveying and construction surveying.

Many of his projects involved ADA accessible pathways and grant funding management such as Safe Routes to Schools and Community Development Block Grant (CDBG) improvements. Mr. Wolfe is also well versed in traffic calming, bicycle facility design, traffic engineering studies including warrant analysis and temporary traffic control. Previous traffic engineering duties included close collaboration with City Police Departments to resolve parking violation enforcement issues and increasing traffic safety.

DETAILED PROJECT EXPERIENCE

- **CDBG Citywide Pavement Rehabilitation Project, City of El Monte, CA-** Mr. Wolfe was responsible for design of pavement rehabilitation of residential, local, collector and arterial streets throughout the City of El Monte. The project included more than 480,000 square feet of Asphalt-Rubber Cape Seal and 560,000 square feet of Type II Rubberized Emulsion Aggregate Slurry Seal.
- **CDBG Street Improvement Project, City of El Monte, CA-** Mr. Wolfe was responsible for design of CDBG funded pavement rehabilitation on Klingerman Street, Strozier Avenue and Fern Street for the City of El Monte. This project consists of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of the pavement rehabilitation, curb, gutter, sidewalk, ADA curb ramps, and striping replacement.
- **CDBG Street Improvement Project, City of Redlands, CA-** Mr. Wolfe provided plan and profile designs for street widening, new ADA compliant ramps and new sidewalks through developed residential neighborhoods in Redlands, CA. Designed paving plans to improve unpaved alleys within CDBG designated areas. Projects required careful coordination with residents and businesses for driveway reconstruction.
- **Safe Routes to Schools, Redlands, CA-** Mr. Wolfe provided design, and construction inspection for two safe Routes to Schools projects in the City of Redlands. Projects constructed over 2 miles of new sidewalk through residential neighborhoods and over 200 new ADA compliant ramps. Also assisted with labor compliance documentation. Projects included installation of crosswalk flashing beacons, feedback signs and school zone signage.



RON MUSSER, P.L.S.

Director of Surveys

TKE Engineering, Inc.

EDUCATION

Degree, School, Year Graduated

REGISTRATIONS

Professional Land Surveyor, LS 4230 (CA)

AFFILIATIONS

American Council of Engineering Companies of California

Mr. Musser has nearly 53 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte.

DETAILED PROJECT EXPERIENCE

- **Calimesa Citywide Pavement Rehabilitation Project Phase 1, City of Calimesa, CA** – Mr. Musser was the Director Surveys for design of pavement rehabilitation for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps.
- **Wildomar Citywide Pavement Rehabilitation Improvements, City of Wildomar, CA** – Mr. Musser served as the Director Surveys. The citywide pavement rehabilitation project included various pavement rehabilitation strategies for the design of pavement rehabilitation for various streets (Clinton Keith Road, Cherry Street, Sellers Road, Canyon Ranch Road, Waite Street, Walnut Street and Wesley Street). The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation, there were 29 curb ramps that require removal and reconstruction. TKE has an outstanding relationship with the City and design of pavement rehabilitation improvement projects. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis.
- **CDBG Citywide Pavement Rehabilitation Project, City of El Monte, CA** – Mr. Musser was the Director Surveys for design of pavement rehabilitation of residential, local, collector and arterial streets throughout the City of El Monte. The project included more than 480,000 square feet of Asphalt-Rubber Cape Seal and 560,000 square feet of Type II Rubberized Emulsion Aggregate Slurry Seal.
- **Desert Lawn Drive Pavement Rehabilitation, City of Calimesa, CA** – Mr. Musser served as the Director of Surveys The Desert Lawn Drive Pavement Rehabilitation Project is located in the City of Calimesa between Cherry Valley Boulevard and Champions Drive which included rehabilitation of 6,500 linear feet of frontage road. TKE provided field investigation of existing project limits to identify proposed rehabilitation strategies for street repair, preparation of

specifications and preliminary cost estimates. The project included Type II Slurry Seal, cold milling, and asphalt concrete overlay.

- **Palomar/Clinton Keith Sidewalk, Trail, And Bike Lane Connectivity Project, City of Wildomar, CA** – Mr. Musser served as the Director of Surveys. The Palomar/Clinton Keith Connectivity Project is a grant funded project located along Palomar Street from Clinton Keith Road to Meadow Ridge Lane and along Clinton Keith Road from Renaissance Plaza to Hidden Springs Road in the City of Wildomar. The project included approximately one mile of sidewalk connectivity, ultimate street widening, storm drain, striping, and private property restoration that required full depth removal and placement of AC pavement; removal and reconstruction of concrete curbs and gutters, ADA ramps, cross-gutters, sidewalks; construction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, and driveway approaches; construction of CMU retaining wall and significant regrading along hillsides; construction of a multipurpose DG Trail; construction of catch basins, rock bioswales, headwalls, and storm drains; installation of a new pedestrian push button system and curb ramp at the intersection of Clinton Keith Road and Renaissance Plaza; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors.
- **On-Call Survey and Map Checking Services, City of Calimesa, CA** - Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.

SECTION 4 | REQUIRED STATEMENTS

- A. This RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. This RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. The TKE's services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in TKE's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. Section 5 of this proposal discusses TKE takes no exceptions to the RFP.
- E. Section 2 and 3 of this proposal contains the names, qualifications and proposed duties of TKE's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of TKE's staff should become unavailable, TKE understands we may substitute other staff of at least equal competence only after prior written approval by the City.
- F. Section 2 contains a resource allocation matrix including details as required by the RFP.
- G. Aragon Geotechnical, Inc. has been included to provide as-needed geotechnical services for this Project, and their background and experience is listed in Section 2 and 3.
- H. TKE acknowledges and understands that we will not be allowed to change the sub-consultant without written permission from the City.
- I. All charges for TKE (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said TKE's Proposal.
- J. TKE will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- K. TKE will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. TKE has provided a copy of our hourly rate schedule. This rate schedule is part of TKE's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described in the RFP has been submitted in a separate file, entitled Cost file, as part of TKE's Proposal submittal. All extra work will require prior approval from the City.
- M. TKE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- O. TKE will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records will be retained for at least three years.
- P. TKE will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California



Labor Code. Pursuant to the said regulations, entitled “Federal Labor Standards Provisions,” Federal Prevailing Wage Decision” and State of California prevailing wage rates, respectively.

Q. TKE will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

R. TKE offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to TKE, without further acknowledgment by the parties.



SECTION 5 | ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

TKE takes no exceptions to the provisions and conditions of this Request for Proposal, and agrees to comply with the terms provided.

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT



SECTION 6 | REQUIRED FORMS

All forms have been submitted separately on opengov.

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT





Prepared By:



TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

EXHIBIT "C"CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "D"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$128,067.00**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City along with documentation evidencing services completed to date as specified in the Request for Proposal. Progress payments will be made in accordance with the payment schedule outlined in the Request for Proposal, but in no case will progress payments be made to the Consultant more frequently than once per month. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at TechInfo-CapProj@moval.org. Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

City of Moreno Valley
Cactus Avenue Pavement Reconstruction: I-215 to Elsworth Street (City ProjectNo. 801 0106)
Fee Schedule Breakdown

Task No.	Task	Principal-in-Charge		Project Manager		Project Engineer		Assistant Engineer/Designer		Clerical		Survey Crew		Subconsultants	Total \$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$		
Scope of Services															
1.	Project Management	2	\$ 360	4	\$ 680	4	\$ 640		\$ -	8	\$ 720		\$ -	\$ -	\$ 2,400
2.	Initial "Kick Off" Meeting		\$ -	4	\$ 680	4	\$ 640		\$ -	1	\$ 90		\$ -	\$ -	\$ 1,410
3.	Records Research		\$ -	2	\$ 340	4	\$ 640	4	\$ 560	8	\$ 720		\$ -	\$ -	\$ 2,260
4.	Design Surveying		\$ -	4	\$ 680	8	\$ 1,280	4	\$ 560		\$ -	40	\$ 10,000	\$ -	\$ 12,520
5.	Field Reconnaissance	2	\$ 360	8	\$ 1,360	24	\$ 3,840	40	\$ 5,600		\$ -		\$ -	\$ -	\$ 11,160
6.	Base Construction Drawings		\$ -	4	\$ 680	16	\$ 2,560	64	\$ 8,960		\$ -		\$ -	\$ -	\$ 12,200
6.	Geotechnical Investigation		\$ -	2	\$ 340	2	\$ 320		\$ -	2	\$ 180		\$ -	\$ 14,029	\$ 14,869
7.	60% Design	4	\$ 720	24	\$ 4,080	40	\$ 6,400	80	\$ 11,200	24	\$ 2,160		\$ -	\$ -	\$ 24,560
8.	60% Design Review Meeting		\$ -	4	\$ 680	4	\$ 640		\$ -	1	\$ 90		\$ -	\$ -	\$ 1,410
9.	Caltrans Permit Acquisition	4	\$ 720	16	\$ 2,720	24	\$ 3,840	40	\$ 5,600	24	\$ 2,160		\$ -	\$ -	\$ 15,040
10.	90% Design	2	\$ 360	12	\$ 2,040	24	\$ 3,840	64	\$ 8,960	24	\$ 2,160		\$ -	\$ -	\$ 17,360
11.	90% Design Review Meeting		\$ -	4	\$ 680	4	\$ 640		\$ -	1	\$ 90		\$ -	\$ -	\$ 1,410
12.	Final Documents	2	\$ 360	8	\$ 1,360	16	\$ 2,560	32	\$ 4,480	16	\$ 1,440		\$ -	\$ -	\$ 10,200
Subtotal:		16	\$ 2,880	96	\$ 16,320	174	\$ 27,840	328	\$ 45,920	109	\$ 9,810	40	\$ 10,000	\$ 14,029	\$ 126,799

Reimbursables (@1%)¹⁾: \$ 1,268
Project Total: \$ 128,067

Rates:

Principal-in-Charge	\$ 180 /HR
Project Manager	\$ 170 /HR
Project Engineer	\$ 160 /HR
Assistant Engineer/Designer	\$ 140 /HR
Clerical	\$ 90 /HR
Survey Crew	\$ 250 /HR

Notes:

- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
- 2.) Aragon Geotechnical for Materials Testing Services

TKE Engineering, Inc.

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL

EXHIBIT "E"**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made

form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

EXHIBIT "F"

SUPPLEMENTARY GENERAL CONDITIONS

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

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

- a) CONSULTANT shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONSULTANT violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONSULTANT may terminate the Agreement, as provided the General Conditions.
- c) CONSULTANT 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 CONSULTANT.)
- d) CONSULTANT shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

- f) CONSULTANT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONSULTANT shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONSULTANT 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 consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONSULTANT shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONSULTANT shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

m) CONSULTANT 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).

The Consultant shall comply with the Federal provisions as included in Exhibit 10-R: AE Sample Contract Language of the Caltrans' Local Assistance Procedure Manual when and if the project receives federal funding.

EXHIBIT "G"

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS**

Attachment: TKE Engineering Inc. Agreement (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL CONSULTANT SERVICES AGREEMENT

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

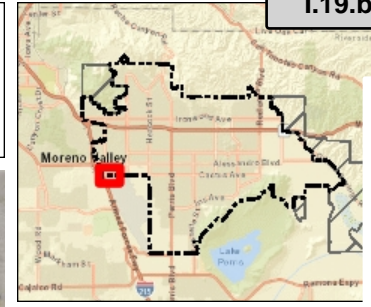
(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

CACTUS AVENUE PAVEMENT RECONSTRUCTION



Legend

----- PROJECT LIMITS

Image Source: Nearmap

Notes:

1,225.8 0 612.91 1,225.8 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 4/19/2024

DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

Attachment: Location Map [Revision 1] (6613 : AUTHORIZATION TO AWARD A PROFESSIONAL



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, City Attorney

AGENDA DATE: May 7, 2024

TITLE: PEN24-0036 - ORDINANCE REVISING TEMPORARY SIGN REGULATIONS SET FORTH IN TITLE 9 (PLANNING & ZONING) OF THE MORENO VALLEY MUNICIPAL CODE

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. [next in order] at the conclusion of the Public Hearing and adopt the same at a subsequent City Council meeting revising the City's Temporary Sign regulations as set forth in Title 9 (Planning & Zoning) of the Moreno Valley Municipal Code to conform with the current opinions of the United States Supreme Court, as presented to and recommended by the Planning Commission.

BACKGROUND

The Planning Commission conducted a Public Hearing on March 21, 2024, to consider the proposed ordinance. At the conclusion of the Public Hearing, the Planning Commission voted unanimously (7-0) to adopt Planning Commission Resolution No. 2024-20 (attached hereto) recommending that the City Council introduce and adopt Ordinance No. [next in order] (attached hereto) revising the City's Temporary Sign regulations as set forth in Title 9 (Planning & Zoning) of the Moreno Valley Municipal Code (to conform with the current opinions of the United States Supreme Court) based on the findings set forth in the Planning Commission Staff Report and related documents.

DISCUSSION

Drafting sign regulations is an incredibly challenging task for cities since the law governing the scope of a jurisdiction's sign regulations seems to be in constant flux with the US Supreme Court, and there is a lot of ambiguity associated with the practical application of any given US Supreme Court decision pertaining to sign regulations. For example, although all nine justices of the US Supreme Court agreed in the latest

significant sign case, known as Reed vs. Town of Gilbert, that the Town of Gilbert's sign regulations governing **Political Signs, Temporary Directional Signs, and Ideological Signs were unconstitutional, there was a** Majority Opinion signed by Justice Thomas, which was joined by five other justices; one Concurrence signed by Justice Alito which was joined by two other Justices; and two Concurrences in the judgment signed by former Justice Breyer and Justice Kagan, which was joined by the late Justice Ginsburg. Essentially, the US Supreme Court's decision in the Reed case epitomizes the complexity of drafting sign regulations that are capable of passing Constitutional muster with not only the composition of the US Supreme Court as it existed in 2015, but with the current composition of Justices on the US Supreme Court. Bottom line is that although a city may have a set of sign regulations that conform to the Reed opinion, there is a probable risk that the current US Supreme Court could further refine or modify the scope of the Reed opinion by imposing additional restrictions on the regulation of signs by cities and other regulatory jurisdictions.

Notwithstanding the multiple perspectives reflected in the Reed case, the Majority Opinion held that: 1) Different standards for different categories of noncommercial speech are content-based; 2) Content-based regulation is presumptively unconstitutional and a strict scrutiny test applies, which is the highest level of judicial scrutiny applied to a government action; and 3) Government regulation of speech is content-based if a law applies to particular speech because of the topic discussed or the idea or message expressed in the signs. Again, in the Reed case, the Town of Gilbert's sign regulations (at issue) were different dependent upon whether the signs were **Political Signs, Temporary Directional Signs, or Ideological Signs, and this was the primary reason why the aforementioned regulations were deemed unconstitutional by the US Supreme Court. Basically, if one has to read the sign to determine what type of regulations apply, it is presumably "content-based" which makes such sign regulations unconstitutional unless the challenged regulations survive the extremely stringent judicial scrutiny test. (There are exceptions for government posted signs.) Specifically, the US Supreme Court in the Reed case zeroed in on the Town of Gibert's sign regulations that placed strict limits on temporary event signs but more freely allowed ideological signs—despite the fact that both types of signs have the same effect on safety and aesthetics.**

Without getting into the nuances of the Reed case, here are some take-aways from the Majority Opinion signed by Justice Thomas, the Concurrence signed by Justice Kagan, and other US Supreme Court cases which have not been modified or overturned by the Reed opinion with regard to limiting the regulation of signs based on time, place and manner regulations. Permissible "Time," "Place" and "Manner" regulations include the following:

1. Cities may regulate signs based on a one-time event which is a "time" restriction.
2. Cities may regulate signs by zoning districts, which is a "place" restriction.
3. Cities may prohibit the placement of non-governmental signs on most public property except for some vacant parkways not used for vehicular or pedestrian travel which are typically located adjacent to public sidewalks, which is a "place" restriction.

4. Cities may regulate signs by placing limits on the number of signs, which is a “place” restriction.
5. Cities may regulate the size and height of signs, which is a “manner” restriction.
6. Cities may regulate signs by the types of structures, such as whether it is a freestanding or building-mounted sign, which is a “manner” restriction.
7. Cities may regulate signs based on the type of material the sign is made of, which is a “manner” restriction.
8. Cities may regulate signs based on whether they are lighted or non-lighted, which is a “manner” restriction.
9. Cities may regulate signs depending on whether they contain fixed or changing messages (e.g. electronic, changeable copy, etc.), which is a “manner” restriction.

If the temporary sign regulations are based on time, place and manner restrictions, the following test would be applied by a court pursuant to the US Supreme Court’s prevailing case opinions on the issue.

1. *Whether the noncommercial temporary signs are uniformly regulated, and the regulations are content neutral?*
2. *Whether the regulations are narrowly tailored to serve a significant governmental interest?*
3. *Whether there are open ample alternative channels for communicating the speaker’s message?*

In light of the foregoing, it is being recommended that the City’s Temporary Sign regulations be modified so that all Temporary Sign regulations are uniform in nature, the regulations serve a significant government interest, and there are open ample opportunities to communicate the sign owner’s message. The proposed changes are set forth in the attached proposed ordinance.

The City Attorney’s Office has determined that the Temporary Sign regulations as revised will be uniformly regulated and the regulations are content neutral in that enforcement of the revised Temporary Sign regulations will not be dependent on the content of the message contained in the signs and will be uniformly enforced regardless of the message contained in the sign based on “Time,” “Place” and “Manner” restrictions. The City Attorney’s Office has also determined that the Temporary Sign regulations are narrowly tailored to serve a significant governmental interest in that the purposes of the revised Temporary Sign regulations are based on “aesthetics,” “vehicular traffic safety,” “pedestrian safety,” “de-cluttering,” and “free expression.” Finally, the City Attorney’s Office has determined that the Temporary Sign regulations leave open ample alternative channels for communicating the speaker’s message in that it does not prohibit Temporary Signs to be placed on private property nor does it prohibit handheld Temporary Signs.

CEQA ANALYSIS

The proposed consideration of an Ordinance amending the Temporary Sign Regulations set forth in the Moreno Valley Municipal Code is exempt from the California

Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations (CEQA Guidelines) Sections 15061(b)(3) (it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment), 15305 (Minor alterations to land use limitations) and 15311 (accessory structures).

FISCAL IMPACT

If the Temporary Sign regulations are not revised to be consistent with the prevailing US Supreme Court opinions pertaining to sign regulations, the City risks incurring litigation costs and possible attorney's fees in a case challenging the City's current Temporary Sign regulations. Adoption of the proposed revisions reduces the risk of having the City's Temporary Sign regulations challenged in court as being unconstitutional.

NOTIFICATION

Notice of this City Council Public Hearing, attached hereto, was published in the Press Enterprise Newspaper at least ten days prior to today's Public Hearing and the Notice informed interested parties that the proposed Ordinance was available for public review and inspection at City Hall. In addition, the Agenda for today's City Council Regular Meeting was posted within 72 hours of today's meeting on the City's website, in the Council Chamber's Kiosk and at the Moreno Valley Library and the Moreno Valley Senior/Community Center. Finally, the Staff Report and Ordinance were posted on the City's website for public review and inspection at least 72 hours prior to today's City Council Regular Meeting.

ALTERNATIVES

1. **Staff's Preferred Alternative** – Introduce the Ordinance as presented to and recommended by the Planning Commission, and adopt the Ordinance at a subsequent City Council meeting
2. **Staff Non-Preferred Alternative** - Do not introduce and adopt the Ordinance.

PREPARATION OF STAFF REPORT

Prepared By:
Steven B. Quintanilla.
City Attorney

Concurred By:
Michael Cobden
Deputy City Attorney

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. **Economic Development**
2. **Public Safety**
3. **Library**

- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

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

- 1. Ordinance No. XXXX - Temporary Sign Regulations
- 2. Planning Commission Resolution No. 2024-20
- 3. Notice of Public Hearing

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/24 7:57 PM
City Attorney Approval	<u>✓ Approved</u>	4/25/24 10:06 AM
City Manager Approval	<u>✓ Approved</u>	4/29/24 8:49 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REVISING THE TEMPORARY SIGN REGULATIONS OF TITLE 9 (PLANNING AND ZONING) TO CONFORM WITH THE UNITED STATES SUPREME COURT DECISIONS PERTAINING TO SIGN REGULATIONS

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

WHEREAS, drafting sign regulations is an incredibly challenging task for cities since the law governing the scope of a jurisdiction’s sign regulations seems to be in constant flux with the US Supreme Court, and there is a lot of ambiguity associated with the practical application of any given US Supreme Court decision pertaining to sign regulations; and

WHEREAS, although all nine justices of the US Supreme Court agreed in the latest significant sign case, known as Reed vs. Town of Gilbert, that the Town of Gilbert’s sign regulations governing Political Signs, Temporary Directional Signs, and Ideological Signs were unconstitutional, there was a Majority Opinion signed by Justice Thomas, which was joined by five other justices; one Concurrence signed by Justice Alito, which was joined by two other Justices; and two Concurrences in the judgment signed by former Justice Breyer and Justice Kagan, which was joined by the late Justice Ginsburg, which epitomizes the complexity of drafting sign regulations that are capable of passing Constitutional muster with not only the composition of the US Supreme Court as it existed in 2015, but with the current composition of Justices in US Supreme Court; and

WHEREAS, notwithstanding the multiple perspectives reflected in the Reed case, the Majority Opinion held that: 1) Different standards for different categories of noncommercial speech are content-based; 2) Content-based regulation is presumptively unconstitutional and a strict scrutiny test applies, which is the highest level of judicial scrutiny applied to a government action; and 3) Government regulation of speech is content-based if a law applies to particular speech because of the topic discussed or the idea or message expressed in the signs; and

WHEREAS, in the Reed case, the Town of Gilbert’s sign regulations (at issue) were different dependent upon whether the signs were Political Signs, Temporary Directional Signs, or Ideological Signs, and this was the primary reason the aforementioned regulations were deemed unconstitutional by the US Supreme Court; and

WHEREAS, the US Supreme Court has consistently held that if one has to read a sign to determine what type of regulations apply, it is presumably “content-based” which makes such sign regulations unconstitutional unless the challenged regulations survive the extremely stringent judicial scrutiny test, with exceptions for government posted signs; and

Attachment: Ordinance No. XXXX - Temporary Sign Regulations (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN

WHEREAS, the City Attorney's Office has determined that the proposed Temporary Sign regulations as revised will be uniformly regulated and the regulations are content neutral in that enforcement of the revised Temporary Sign regulations will not be dependent on the content of the message contained in the signs and will be uniformly enforced regardless of the message contained in the sign based on "Time," "Place" and "Manner" restrictions; and

WHEREAS, the City Attorney's Office has also determined that the proposed Temporary Sign regulations are narrowly tailored to serve a significant governmental interest in that the purposes of the revised Temporary Sign regulations are based on "aesthetics," "vehicular traffic safety," "pedestrian safety," "de-cluttering," and "free expression"; and

WHEREAS, the City Attorney's Office has determined that the proposed Temporary Sign regulations leave open ample alternative channels for communicating the speaker's message in that it does not prohibit Temporary Signs to be placed on private property nor does it prohibit handheld Temporary Signs; and

WHEREAS, the Planning Commission conducted a Public Hearing on March 21, 2024, to consider the proposed ordinance revising the temporary sign regulations of Title 9 (Planning and Zoning) to conform with the United States Supreme Court decisions pertaining to sign regulations, and at the conclusion of the Public Hearing, the Planning Commission voted unanimously (7-0) to adopt Planning Commission Resolution No. 2024-20 recommending that the City Council introduce and subsequently adopt the proposed ordinance.

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. PURPOSES

That the purposes on this Ordinance are to revise the City's Temporary Sign regulations as set forth in Title 9 (Planning & Zoning) of the Moreno Valley Municipal Code so that the Temporary Sign regulations as revised: 1) will be uniformly regulated and the regulations are content neutral in that enforcement of the revised Temporary Sign regulations will not be dependent on the content of the message contained in the signs

and will be uniformly enforced regardless of the message contained in the sign based on “Time,” “Place” and “Manner” restrictions; 2) are narrowly tailored to serve a significant governmental interest in that the purposes of the revised Temporary Sign regulations are based on “aesthetics,” “vehicular traffic safety,” “pedestrian safety,” “de-cluttering,” and “free expression”; and 3) the Temporary Sign regulations as revised leave open ample alternative channels for communicating the speaker’s message in that it does not prohibit Temporary Signs to be placed on private property nor does it prohibit handheld Temporary Signs.

Section 4. AMENDMENT TO SECTION 9.12.040 (EXEMPT SIGNS)

That Section 9.2.040, subsection A, (Exempt Signs) shall be amended as follows:

§ 9.12.040 Exempt Signs.

- A. Exempt Signs. The following signs shall be exempt from the minor development review permit requirements and shall be permitted subject to the limitations contained in this chapter. However, exempt signs shall be required to adhere to the regulations established for each sign type and a building permit may be required.
1. Change of copy involving no change in the structure, materials or dimensions of the sign;
 2. Temporary holiday decorations;
 3. Interior signs;
 4. Licensed commercial vehicles (see Section 9.12.050(C) of this chapter regarding prohibited vehicle signs);
 5. Memorial tablets and plaques;
 6. Official and legal notices;
 7. Public transportation vehicles and bus shelters;
 8. Public utility signs;
 9. Safety signs;
 10. Residential identification signs (see subsection B of this section);
 11. Temporary site identification signs (see subsection C of this section);
 12. Window signs (see subsection D of this section);
 13. For sale, lease or rent and personal message signs (see subsection E of this section);
 14. Open house signs (see subsection F of this section);
 15. On-site subdivision sale signs (see subsection G of this section);
 16. Temporary political signs **during an election period** (see subsection H of this section);
 17. Signs for projects under construction (see subsection I of this section);
 18. Directional, warning and informational signs (see subsection J of this section);
 19. Flags (see subsection K of this section);
 20. Incidental signs (see Section 9.12.040(L));
 21. Agricultural signs (see Section 9.12.040(M));
 22. Under-canopy signs (see Section 9.12.040(N)).

Subsection H shall be amended as follows:

H. Temporary ~~Political~~ Signs **During an Election Period.**

1. **"Election period" means the period of time ninety (90) days prior and ten (10) days after any official (1) local, (2) state, (3) regional or (4) national election.**
2. Temporary ~~political~~ signs are permitted in all zoning districts **during an election period** subject to the following limitations:
 - a. No ~~such~~ **temporary** sign shall exceed 32 square feet;
 - b. No freestanding temporary ~~political~~ sign shall exceed six feet in height;
 - c. No lot shall contain temporary ~~political~~ signs having an aggregate surface area in excess of 80 square feet;
 - d. No ~~such~~ **temporary** sign shall be artificially lighted;
 - e. ~~No such sign shall be erected or placed more than 90 days prior to the scheduled election to which it pertains, except that a sign erected or placed for a candidate who prevails in a primary election may be maintained until 10 days after the final election; all other signs shall be removed within 10 days after the scheduled election to which they pertain;~~
 - f. No **temporary** ~~such~~ sign shall be erected, placed or maintained upon any private property without the consent of the owner, lessee or person in lawful possession of such property;
 - g. No temporary sign shall be erected, placed or maintained on any publicly owned building, structure, tree or shrub; or upon any portion of a public street or highway right-of-way which is used for traffic or parking;
 - h. No **temporary** sign shall be erected, placed or maintained so that it does any of the following:
 - i. Mars, defaces, disfigures or damages any public building, structure or other property,
 - ii. Endangers the safety of persons or property,
 - iii. Obscures the view of any fire hydrant, traffic sign, traffic signal, street sign or public informational sign,
 - iv. Blocks lines of sight to areas of vehicular or pedestrian traffic.
3. **No temporary sign shall be permitted on any median separating opposite vehicular traffic on any public streets or other public rights-of-way.**
4. Any temporary ~~political~~ sign erected, placed or maintained in violation of any provisions of this section will be removed by the city five days after notice of the violation is given to ~~the concerned candidate or sponsor, and~~ the owner, lessee or person in lawful possession of the property, **or to a contact person listed on the sign itself**; provided however, that any temporary sign erected, placed or maintained on any public property

or right-of-way in violation of subsections (H)(1)(e), (H)(1)(g) or (H)(1)(h) of this section, or which constitutes an immediate danger to the safety of person or property may be removed by the city summarily and without notice. The city may bill for and/or bring an action to recover the reasonable cost of sign removal from any party or parties found to be responsible for the violation under this section. **Any removed signs will be held for no longer than 30 days for retrieval by the owner.**

Section 5. FINDINGS

That based on the Recitals set forth above, the related Planning Commission staff report, the City Council staff report and public comments received at the Planning Commission public hearing and City Council public hearing, the City Council finds as follows:

- 1) The Temporary Sign regulations as revised will be uniformly regulated and the regulations are content neutral in that enforcement of the revised Temporary Sign regulations will not be dependent on the content of the message contained in the signs and will be uniformly enforced regardless of the message contained in the sign based on “Time,” “Place” and “Manner” restrictions;
- 2) The Temporary Sign regulations as revised are narrowly tailored to serve a significant governmental interest in that the purposes of the revised Temporary Sign regulations are based on “aesthetics,” “vehicular traffic safety,” “pedestrian safety,” “de-cluttering,” and “free expression”; and
- 3) The Temporary Sign regulations as revised leave open ample alternative channels for communicating the speaker’s message in that it does not prohibit Temporary Signs to be placed on private property nor does it prohibit handheld Temporary Signs.
- 4) The Temporary Sign regulations are consistent with the General Plan, specifically with its policies and goals of maintaining an orderly and aesthetically pleasing visual environment while balancing the needs of the community to participate in democratic government.
- 5) The Temporary Sign regulations will not adversely affect the public health, safety, or general welfare.
- 6) The Temporary Sign regulations are consistent with the purposes and intention of the Zoning Code.

Section 6. CEQA COMPLIANCE

The proposed consideration of an Ordinance amending the Temporary Sign Regulations set forth in the Moreno Valley Municipal Code is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations (CEQA Guidelines) Sections 15061(b)(3) (it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment), 15305 (Minor alterations to land use limitations) and 15311 (accessory structures).

Section 7. 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 8. 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 9. EFFECTIVE DATE

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

Section 10. 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.

INTRODUCED at a regular meeting of the City Council on ____ __, _____, and PASSED, APPROVED, and ADOPTED by the City Council on _____ __, ____, by the following vote:

Ulises Cabrera, Mayor
City of Moreno Valley

ATTEST:

Jan Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

Attachment: Ordinance No. XXXX - Temporary Sign Regulations (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN

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. 2024 - XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. XXXX - Temporary Sign Regulations (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN

RESOLUTION NUMBER 2024-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL INTRODUCE AND ADOPT THE ORDINANCE REVISING THE TEMPORARY SIGN REGULATIONS OF TTILE 9 PLANNING AND ZONING TO CONFORM WITH THE UNITED STATES SUPREME COURT DECISIONS PERTAINING TO SIGN REGULATIONS

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

WHEREAS, drafting sign regulations is an incredibly challenging task for cities since the law governing the scope of a jurisdiction’s sign regulations seems to be in constant flux with the US Supreme Court, and there is a lot of ambiguity associated with the practical application of any given US Supreme Court decision pertaining to sign regulations; and

WHEREAS, although all nine justices of the US Supreme Court agreed in the latest significant sign case, known as Reed vs. Town of Gilbert, that the Town of Gilbert’s sign regulations governing Political Signs, Temporary Directional Signs, and Ideological Signs were unconstitutional, there was a Majority Opinion signed by Justice Thomas, which was joined by five other justices; one Concurrence signed by Justice Alito, which was joined by two other Justices; and two Concurrences in the judgment signed by former Justice Breyer and Justice Kagan, which was joined by the late Justice Ginsburg, which epitomizes the complexity of drafting sign regulations that are capable of passing Constitutional muster with not only the composition of the US Supreme Court as it existed in 2015, but with the current composition of Justices in US Supreme Court; and

WHEREAS, notwithstanding the multiple perspectives reflected in the Reed case, the Majority Opinion held that: 1) Different standards for different categories of noncommercial speech are content-based; 2) Content-based regulation is presumptively unconstitutional and a strict scrutiny test applies, which is the highest level of judicial scrutiny applied to a government action; and 3) Government regulation of speech is content-based if a law applies to particular speech because of the topic discussed or the idea or message expressed in the signs; and

WHEREAS, in the Reed case, the Town of Gilbert’s sign regulations (at issue) were different dependent upon whether the signs were Political Signs, Temporary Directional Signs, or Ideological Signs, and this was the primary reason why the aforementioned regulations were deemed unconstitutional by the US Supreme Court; and

WHEREAS, the United States Supreme Court has consistently held that if one has to read a sign to determine what type of regulations apply, it is presumably “content-based” which makes such sign regulations unconstitutional unless the challenged

Attachment: Planning Commission Resolution No. 2024-20 (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN

regulations survive the extremely stringent judicial scrutiny test, with exceptions for government posted signs; and

WHEREAS, the City Attorney's Office has determined that the proposed Temporary Sign regulations as revised will be uniformly regulated and the regulations are content neutral in that enforcement of the revised Temporary Sign regulations will not be dependent on the content of the message contained in the signs and will be uniformly enforced regardless of the message contained in the sign based on "Time," "Place" and "Manner" restrictions; and

WHEREAS, the City Attorney's Office has also determined that the proposed Temporary Sign regulations are narrowly tailored to serve a significant governmental interest in that the purposes of the revised Temporary Sign regulations are based on "aesthetics," "vehicular traffic safety," "pedestrian safety," "de-cluttering," and "free expression"; and

WHEREAS, the City Attorney's Office has determined that the proposed Temporary Sign regulations leave open ample alternative channels for communicating the speaker's message in that it does not prohibit Temporary Signs to be placed on private property nor does it prohibit handheld Temporary Signs.

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

Section 1. Recitals and Exhibits

That the foregoing Recitals and attached exhibits are true and correct and are hereby incorporated by this reference.

Section 2. Notice

That public notice of consideration of the Planning Commission's recommendation that the City Council introduce and adopt an Ordinance revising the temporary sign regulations of Title 9 Planning and Zoning to conform with the United States Supreme Court decisions pertaining to sign regulations, was posted at least ten (10) days prior to the Planning Commission meeting.

Section 3. Recommendation

That the Planning Commission hereby recommends that the City Council introduce and adopt the attached Ordinance revising the temporary sign regulations of Title 9 Planning and Zoning to conform with the United States Supreme Court decisions pertaining to sign regulations and further find that the attached Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations (CEQA Guidelines) Sections 15061(b)(3) (it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment), 15305 (Minor alterations to land use limitations) and 15311 (accessory

structures).

Section 4. Repeal of Conflicting Provisions

That all the provisions as heretofore adopted by the Planning Commission that are in conflict with the provisions of this Resolution are hereby repealed.

Section 5. Severability

That the Planning Commission 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 6. Effective Date

That this Resolution shall take effect immediately upon the date of adoption.

Section 7. Certification

That the Secretary of the Planning Commission shall certify to the passage of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: Planning Commission Resolution No. 2024-20 (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN

PASSED AND ADOPTED THIS 28th DAY OF MARCH 2024.

CITY OF MORENO VALLEY
PLANNING COMMISSION

Alvin DeJohette, Chairperson

ATTEST:

Robert Flores, Planning Official

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

Exhibits:

Exhibit A: Draft Ordinance

Attachment: Planning Commission Resolution No. 2024-20 (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN

Exhibit A

DRAFT ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REVISING THE TEMPORARY SIGN REGULATIONS OF TITLE 9 (PLANNING AND ZONING) TO CONFORM WITH THE UNITED STATES SUPREME COURT DECISIONS PERTAINING TO SIGN REGULATIONS

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

WHEREAS, drafting sign regulations is an incredibly challenging task for cities since the law governing the scope of a jurisdiction’s sign regulations seems to be in constant flux with the US Supreme Court, and there is a lot of ambiguity associated with the practical application of any given US Supreme Court decision pertaining to sign regulations; and

WHEREAS, although all nine justices of the US Supreme Court agreed in the latest significant sign case, known as Reed vs. Town of Gilbert, that the Town of Gilbert’s sign regulations governing Political Signs, Temporary Directional Signs, and Ideological Signs were unconstitutional, there was a Majority Opinion signed by Justice Thomas, which was joined by five other justices; one Concurrence signed by Justice Alito, which was joined by two other Justices; and two Concurrences in the judgment signed by former Justice Breyer and Justice Kagan, which was joined by the late Justice Ginsburg, which epitomizes the complexity of drafting sign regulations that are capable of passing Constitutional muster with not only the composition of the US Supreme Court as it existed in 2015, but with the current composition of Justices in US Supreme Court; and

WHEREAS, notwithstanding the multiple perspectives reflected in the Reed case, the Majority Opinion held that: 1) Different standards for different categories of noncommercial speech are content-based; 2) Content-based regulation is presumptively unconstitutional and a strict scrutiny test applies, which is the highest level of judicial scrutiny applied to a government action; and 3) Government regulation of speech is content-based if a law applies to particular speech because of the topic discussed or the idea or message expressed in the signs; and

WHEREAS, in the Reed case, the Town of Gilbert’s sign regulations (at issue) were different dependent upon whether the signs were Political Signs, Temporary Directional Signs, or Ideological Signs, and this was the primary reason the aforementioned regulations were deemed unconstitutional by the US Supreme Court; and

WHEREAS, the US Supreme Court has consistently held that if one has to read a sign to determine what type of regulations apply, it is presumably “content-based” which makes such sign regulations unconstitutional unless the challenged regulations survive the extremely stringent judicial scrutiny test, with exceptions for government posted signs; and

WHEREAS, the City Attorney’s Office has determined that the proposed Temporary Sign regulations as revised will be uniformly regulated and the regulations are content neutral in that enforcement of the revised Temporary Sign regulations will not be dependent on the content of the message contained in the signs and will be uniformly enforced regardless of the message contained in the sign based on “Time,” “Place” and “Manner” restrictions; and

WHEREAS, the City Attorney’s Office has also determined that the proposed Temporary Sign regulations are narrowly tailored to serve a significant governmental interest in that the purposes of the revised Temporary Sign regulations are based on “aesthetics,” “vehicular traffic safety,” “pedestrian safety,” “de-cluttering,” and “free expression”; and

WHEREAS, the City Attorney’s Office has determined that the proposed Temporary Sign regulations leave open ample alternative channels for communicating the speaker’s message in that it does not prohibit Temporary Signs to be placed on private property nor does it prohibit handheld Temporary Signs.

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. PURPOSES

That the purposes on this Ordinance are to revise the City’s Temporary Sign regulations as set forth in Title 9 (Planning & Zoning) of the Moreno Valley Municipal Code so that the Temporary Sign regulations as revised: 1) will be uniformly regulated and the regulations are content neutral in that enforcement of the revised Temporary Sign regulations will not be dependent on the content of the message contained in the signs and will be uniformly enforced regardless of the message contained in the sign based on “Time,” “Place” and “Manner” restrictions; 2) are narrowly tailored to serve a significant governmental interest in that the purposes of the revised Temporary Sign regulations are based on “aesthetics,” “vehicular traffic safety,” “pedestrian safety,” “de-cluttering,” and “free expression”; and 3) the Temporary Sign regulations as revised leave open ample alternative channels for communicating the speaker’s message in that it does not prohibit Temporary Signs to be placed on private property nor does it prohibit handheld Temporary Signs.

Section 4. AMENDMENT TO SECTION 9.12.040 (EXEMPT SIGNS)

That Section 9.2.040, subsection A, (Exempt Signs) shall be amended as follows:

§ 9.12.040 Exempt Signs.

- A. Exempt Signs. The following signs shall be exempt from the minor development review permit requirements and shall be permitted subject to the limitations contained in this chapter. However, exempt signs shall be required to adhere to the regulations established for each sign type and a building permit may be required.
1. Change of copy involving no change in the structure, materials or dimensions of the sign;
 2. Temporary holiday decorations;
 3. Interior signs;
 4. Licensed commercial vehicles (see Section 9.12.050(C) of this chapter regarding prohibited vehicle signs);
 5. Memorial tablets and plaques;
 6. Official and legal notices;
 7. Public transportation vehicles and bus shelters;
 8. Public utility signs;
 9. Safety signs;
 10. Residential identification signs (see subsection B of this section);
 11. Temporary site identification signs (see subsection C of this section);
 12. Window signs (see subsection D of this section);
 13. For sale, lease or rent and personal message signs (see subsection E of this section);
 14. Open house signs (see subsection F of this section);
 15. On-site subdivision sale signs (see subsection G of this section);
 16. Temporary political signs **during an election period** (see subsection H of this section);
 17. Signs for projects under construction (see subsection I of this section);
 18. Directional, warning and informational signs (see subsection J of this section);
 19. Flags (see subsection K of this section);
 20. Incidental signs (see Section 9.12.040(L));
 21. Agricultural signs (see Section 9.12.040(M));
 22. Under-canopy signs (see Section 9.12.040(N)).

Subsection H shall be amended as follows:

- H. Temporary Political Signs **During an Election Period.**
1. **"Election period" means the period of time ninety (90) days prior and ten (10) days after any official (1) local, (2) state, (3) regional or (4) national election.**
 2. Temporary political signs are permitted in all zoning districts **during an election period** subject to the following limitations:

- a. No ~~such~~ **temporary** sign shall exceed 32 square feet;
 - b. No freestanding temporary ~~political~~ sign shall exceed six feet in height;
 - c. No lot shall contain temporary ~~political~~ signs having an aggregate surface area in excess of 80 square feet;
 - d. No ~~such~~ **temporary** sign shall be artificially lighted;
 - e. ~~No such sign shall be erected or placed more than 90 days prior to the scheduled election to which it pertains, except that a sign erected or placed for a candidate who prevails in a primary election may be maintained until 10 days after the final election; all other signs shall be removed within 10 days after the scheduled election to which they pertain;~~
 - f. No **temporary** ~~such~~ sign shall be erected, placed or maintained upon any private property without the consent of the owner, lessee or person in lawful possession of such property;
 - g. No temporary sign shall be erected, placed or maintained on any publicly owned building, structure, tree or shrub; or upon any portion of a public street or highway right-of-way which is used for traffic or parking;
 - h. No **temporary** sign shall be erected, placed or maintained so that it does any of the following:
 - i. Mars, defaces, disfigures or damages any public building, structure or other property,
 - ii. Endangers the safety of persons or property,
 - iii. Obscures the view of any fire hydrant, traffic sign, traffic signal, street sign or public informational sign,
 - iv. Blocks lines of sight to areas of vehicular or pedestrian traffic.
3. **No temporary sign shall be permitted on any median separating opposite vehicular traffic on any public streets or other public rights-of-way.**
4. Any temporary ~~political~~ sign erected, placed or maintained in violation of any provisions of this section will be removed by the city five days after notice of the violation is given to ~~the concerned candidate or sponsor,~~ and the owner, lessee or person in lawful possession of the property, **or to a contact person listed on the sign itself**; provided however, that any temporary sign erected, placed or maintained on any public property or right-of-way in violation of subsections (H)(1)(e), (H)(1)(g) or (H)(1)(h) of this section, or which constitutes an immediate danger to the safety of person or property may be removed by the city summarily and without notice. The city may bill for and/or bring an action to recover the reasonable cost of sign removal from any party or parties found to be responsible for the violation under this section. **Any removed signs will be held for no longer than 30 days for retrieval by the owner.**

Section 5.

FINDINGS

That based on the Recitals set forth above, the related Planning Commission staff report, the City Council staff report and public comments received at the Planning Commission public hearing and City Council public hearing, the City Council finds as follows:

- 1) The Temporary Sign regulations as revised will be uniformly regulated and the regulations are content neutral in that enforcement of the revised Temporary Sign regulations will not be dependent on the content of the message contained in the signs and will be uniformly enforced regardless of the message contained in the sign based on "Time," "Place" and "Manner" restrictions;
- 2) The Temporary Sign regulations as revised are narrowly tailored to serve a significant governmental interest in that the purposes of the revised Temporary Sign regulations are based on "aesthetics," "vehicular traffic safety," "pedestrian safety," "de-cluttering," and "free expression"; and
- 3) The Temporary Sign regulations as revised leave open ample alternative channels for communicating the speaker's message in that it does not prohibit Temporary Signs to be placed on private property nor does it prohibit handheld Temporary Signs.
- 4) The Temporary Sign regulations are consistent with the General Plan, specifically with its policies and goals of maintaining an orderly and aesthetically pleasing visual environment while balancing the needs of the community to participate in democratic government.
- 5) The Temporary Sign regulations will not adversely affect the public health, safety, or general welfare.
- 6) The Temporary Sign regulations are consistent with the purposes and intention of the Zoning Code.

Section 6. CEQA COMPLIANCE

The proposed consideration of an Ordinance amending the Temporary Sign Regulations set forth in the Moreno Valley Municipal Code is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations (CEQA Guidelines) Sections 15061(b)(3) (it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment), 15305 (Minor alterations to land use limitations) and 15311 (accessory structures).

Section 7. 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 8. 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 9. EFFECTIVE DATE

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

Section 10. 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.

INTRODUCED at a regular meeting of the City Council on ____ __, _____, and PASSED, APPROVED, and ADOPTED by the City Council on _____ __, ____, by the following vote:

Ulises Cabrera, Mayor
City of Moreno Valley

ATTEST:

Jan Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

Attachment: Planning Commission Resolution No. 2024-20 (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN

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. 2024 - XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK _____

(SEAL)

Attachment: Planning Commission Resolution No. 2024-20 (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN

CITY OF MORENO VALLEY
CITY COUNCIL
NOTICE OF PUBLIC HEARING AND
ENVIRONMENTAL DETERMINATION

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the City Council of the City of Moreno Valley on the date and time set forth below:

Project: Municipal Code Amendment (PEN24-0036)
Project Applicant: City of Moreno Valley
Location: Citywide
Proposal: APPROVAL OF AN ORDINANCE OF THE CITY COUNCIL OF MORENO VALLEY, CALIFORNIA REVISING THE TEMPORARY SIGN REGULATIONS OF TITLE 9 (PLANNING AND ZONING) TO CONFORM WITH THE UNITED STATES SUPREME COURT DECISIONS PERTAINING TO SIGN REGULATIONS AS RECOMMENDED BY THE MORENO VALLEY PLANNING COMMISSION.
Council District: All Districts

Environmental Defermination: The proposed consideration of an Ordinance amending the Temporary Sign Regulations set forth in the Moreno Valley Municipal Code is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines in that the amendments involve general policy and procedure making (it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment.) and pursuant to 14 California Code of Regulations (CEQA Guidelines) Section 15305 - Minor Alterations to land use limitations) and Section 15311 (Accessory Structures).

PUBLIC INSPECTION: The final document(s) may be inspected by appointment at the Community Development Department at 14177 Frederick Street, Moreno Valley, California, by calling (951) 413-3206 during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 4:30 p.m. Friday).

PUBLIC TESTIMONY: All interested parties will be provided an opportunity to submit oral testimony during the public hearing and/or provide written testimony during or prior to the public hearing. The application file and related environmental documents may be inspected at the Community Development Department at 14177 Frederick Street, Moreno Valley, California during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 4:30 p.m. on Friday). More information can be found in the Agenda packet, which will be posted on the City's website at least 72 hours prior to the meeting <http://morenovalleyca.lam2.com/Citizens/default.aspx>.

PLEASE NOTE: The City Council may consider and approve changes to the proposed items under consideration during the Public Hearing.

GOVERNMENT CODE § 65009 NOTICE: If you challenge any of the proposed actions taken by the City Council in court, you may be limited to raising only those issues you or someone else raised during the Public Hearing described in this notice, or in written correspondence delivered to the City Council of the City of Moreno Valley during or prior to the Public Hearing.

ACCESSIBILITY: Upon request and 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 James Verdugo, 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.

Date and Time: April 16, 2024, at 6:00 p.m.
Location: City Hall Council Chamber
14177 Frederick Street, Moreno Valley, CA 92553
Contact Person: Steve Quintanilla, City Attorney
Contact: 951-413-3036 or planningnotices@moval.org

Robert Flores
Planning Division Manager / Official
Community Development Department
The Press-Enterprise
Published: 4/5/24

Attachment: Notice of Public Hearing (6598 : INTRODUCTION OF AN ORDINANCE REVISING TEMPORARY SIGN REGULATIONS (PEN24-0036))



Report to City Council

TO:

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: May 7, 2024

TITLE: PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG PROJECT SELECTIONS FOR INCLUSION IN FISCAL YEAR 2024/25 ANNUAL ACTION PLAN

RECOMMENDED ACTION

Recommendation to the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the proposed project selections for the Fiscal Year (FY) 2024/25 Annual Action Plan.

SUMMARY

Every year, the City is required to submit an Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan identifies how the CDBG, HOME, and ESG program funds will be utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods. It serves as the City's official grant application to HUD which must be submitted by May 15, 2024. The activities for inclusion in the FY 2024/25 Annual Action Plan for CDBG, HOME, and ESG are summarized in Attachment 1. Staff recommends that the City Council conduct a public hearing to review the proposed projects for inclusion in the FY 2024/25 Annual Action Plan.

DISCUSSION

The Annual Action Plan identifies how Moreno Valley will allocate its CDBG, HOME, and ESG funds for the upcoming fiscal year. The FY 2024/25 Annual Action Plan will serve as the annual update to the City's proposed five-year Consolidated Plan (FY 2023-2028). Tonight's Public Hearing represents one of the Public Hearings in a series

of meetings conducted under the City's FY 2024/25 Action Plan schedule. The City Council established CDBG funding priorities at the December 5, 2023, meeting. The following provides a summary of the events that have occurred during the application process to date:

- November 28, 2023 Finance Subcommittee review of grant policies and Objectives.
- December 5, 2023 City Council Public Hearing to review Policies and Objectives and to collect community needs and comments.
- December 15, 2023 Notification of Notice of Funding Available (NOFA) Publishes.
Application made available on City website via OpenGov.
- January 10, 2024 Virtual Application Workshop
- January 31, 2024 Application Submittal Deadline

The following provides a summary of the events that are scheduled to occur during the continued application process:

- April 16, 2024 City Council Public Hearing to review and consider project selections for the draft Annual Action Plan.
- May 7, 2024 City Council Public Hearing to approve the FY 2024/25 Annual Action Plan.
- May 15 2024 Submittal of Approved FY 2024/25 Annual Action Plan to HUD.

HOME Investment Partnerships Program (HOME) – Grant Purpose

The Home Investment Partnerships Program was established by Title II of the Cranston-Gonzalez National Affordable Housing Act. The objectives of the HOME program include:

- Expanding the supply of decent and affordable housing, particularly housing for low- and very low-income residents.
- Strengthening the abilities of State and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing.
- Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing.
- Extending and strengthening partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

HOME Investment Partnerships Program (HOME) – Funding and Limitations

Year 2024/2025 Allocation*	Funding Allocation
Planning and Administration Cap (10% of annual grant)	\$75,598
Mandatory CHDO set-aside (15% of annual grant)	\$113,398
Available for Other Activities	\$566,993
TOTAL Anticipated Allocation	\$755,989
TOTAL Prior Year CHDO Funds	\$225,287
TOTAL Uncommitted Prior Year HOME Funds	\$1,210,878
TOTAL Estimated Available for Funding	\$2,192,154

**HUD has not released the allocations for FY 2024/25, these amounts are estimates based on funding the City has received in prior years.*

Emergency Solutions Grants Program (ESG) – Grant Purpose

The objectives of the ESG program are to assist, protect, and improve living conditions for the homeless. The program provides funding to:

- Engage homeless individuals and families living on the street.
- Improve the number and quality of emergency shelters for homeless individuals and families.
- Help operate shelters.
- Provide essential services to shelter residents.
- Rapidly re-house homeless individuals and families.
- Prevent families/individuals from becoming homeless.

Emergency Solutions Grants Program (ESG) – Funding and Limitations

Year 2024/2025 Allocation*	Funding Allocation
Planning and Administration Cap (7.5% of annual grant)	\$12,702
Available for Other Activities	\$156,663
TOTAL Anticipated Allocation	\$169,365
TOTAL Uncommitted Prior Year ESG Funds	\$156,663
TOTAL Estimated Available for Funding	\$326,028

**HUD has not released the allocations for FY 2024/25, these amounts are estimates based on funding the City has received in prior years.*

Community Development Block Grant (CDBG) – Grant Purpose

The Community Development Block Grant program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income.

The CDBG objective is to be achieved in two ways: First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and blight, or
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low- and moderate-income persons.

Community Development Block Grant (CDBG) – Funding and Limitations

Year 2024/2025 Allocation*	Funding Allocation
Planning and Administration Cap (20% of annual grant)	\$395,803
Public Services Cap (15% of annual grant)	\$296,852
Available for Other Activities (65% of annual grant)	\$1,286,364
TOTAL Anticipated Allocation	\$1,979,019
TOTAL Uncommitted Prior Year(s) CDBG Funds**	\$103,902
TOTAL Estimated Available for Funding	\$2,082,921

*HUD has not released the allocations for FY 2024/25, these amounts are estimates based on funding the City has received in prior years.

** The City may utilize prior-year uncommitted funds only towards non-public service activities.

Our independent consultant, Avant-Garde Inc., conducted the application review process and prepared the preliminary draft of the CDBG, HOME, and ESG application review and funding recommendations as shown in Attachment 1.

ALTERNATIVES

The Council has the following alternatives:

1. Conduct a public hearing providing the public with an opportunity to comment on the proposed FY 2024/25 Annual Action Plan and provide an opportunity for the City Council to review the project allocations. *Staff recommends this alternative*

as it will allow the grant funds to be allocated and approved within HUDs requirements.

- 2. Do Not conduct a public hearing providing the public with an opportunity to comment on the proposed FY 2024/25 Annual Action Plan, and NOT provide an opportunity for City Council to review the project allocations. *Staff does not recommend this alternative as it will not allow the grant funds to be allocated and approved within HUDs requirements.*

FISCAL IMPACT

Expenses for these programs are reimbursed by the Federal grants. The ESG program requires a 100% match that will be met by the City’s ESG subrecipients. Based on the recommended actions, there is no impact to the General Fund.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise and La Opinion newspapers on Friday, March 29, 2024. Additional notification was available through the City’s website and directly e-mailed to those who applied for funding and are on our interest list.

PREPARATION OF STAFF REPORT

Prepared By:
Viviana McDaniel
Grants Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager (Administration)


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 24-25 MoVal Funding Recommendation Booklet PH2

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/09/24 7:37 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/09/24 8:28 AM



City of Moreno Valley

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)**

FISCAL YEAR 2024/2025

**APPLICATION REVIEW
AND
FUNDING RECOMMENDATION**

**Public Hearing
April 16, 2024**

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OVERVIEW

Historically, the City of Moreno Valley (the “City”) has received federal funding on an annual basis from the Department of Housing and Urban Development (HUD) for two formula block grant programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Since Program Year 2013/2014, the City has also been a direct recipient of Emergency Solutions Grants Program (ESG) funds.

Descriptions of each formula block program (HOME, ESG and CDBG) can be found in Sections II, III, and IV of this report.

The following subsections provide an overview of the Five-Year Consolidated Plan, the Citizen Participation Plan, the Annual Action Plan, Objectives and Policies, and the Fiscal Year (FY) 2024/2025 Application Process and Review.

The Five-Year Consolidated Plan

Every five years, the City of Moreno Valley prepares a Five-Year Consolidated Plan (ConPlan), which describes community needs, resources, priorities, and proposed activities to be undertaken under certain HUD programs, including, HOME, ESG, and CDBG that benefit low and moderate-income households and neighborhoods.

The Consolidated Plan for Fiscal Years 2023/2024 through 2027/2028, outlines the following goals and strategies:

Public Facilities and Infrastructure Activities

Fair Housing Activities

Public Service Activities

Sheltering Homeless/ Homelessness Prevention Activities and Strategies

Housing and Neighborhood Improvement Activities

Health, Safety, and Public Welfare

Economic Development Activities

Slum and Blight Activities

Historic Preservation

Planning and Administration

The Citizen Participation Plan

The City has developed a Citizen Participation Plan (CPP) as a part of the ConPlan that sets forth the policies and procedures to encourage citizen participation in the HOME, ESG, and CDBG Program planning and implementation processes. This CPP provides the method and process by which the City encourages citizen participation in the development of its ConPlan.

A copy of the City's Citizen Participation Plan is available for review at the Grants Division during normal business hours and is available on the City's website at www.moval.org.

The Annual Action Plan

Each year in May, the City of Moreno Valley is required to submit an update to the ConPlan HUD, referred to as an Annual Action Plan (AAP). The AAP outlines the specific steps that will be taken during the year to address both the community development and housing priorities of the ConPlan. The AAP identifies how the HOME, ESG, and CDBG Program funds will be utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods.

A copy of the City's AAP for prior program years is available for review at the Grants Division during normal business hours and is available on the City's website at www.moval.org.

HOME, ESG, and CDBG Objectives and Policies

The City's Objectives for the HOME, ESG, and CDBG programs are summarized below (*listed alphabetically*), and additional detail can be found in the application booklet:

Capital Improvement Activities

Economic Development Activities

Health, Safety, and Public Welfare Activities

Historic Preservation Activities

Homeless/Homeless Prevention Activities

Housing and Neighborhood Improvement Activities

Public Service Activities

Basic Needs Related to Social Services Programs (such as but not limited to emergency food, shelter, homelessness, and utility assistance)

Community Public Safety Programs

Programs offering Low-Cost Transportation

Employment Services/Programs and Job (Skills) Training

Free/Low-Cost programs for School-Aged Youth

Fair Housing Activities

Slum or Blight Activities

Planning and Administration

FY 2024/2025 Application Process and Review

On December 15, 2023, the City published Notice of Funding Availability (NOFA) for Fiscal Year 2024/2025 Application for Funding for HOME, ESG, and CDBG. According to the application guidelines, interested parties were informed to submit their completed applications by January 31, 2024, 3:00 pm. Programs and projects seeking funding from the City of Moreno Valley must address one or more of the Community Development Priorities set forth in the Five-Year Consolidated Plan, in addition to meeting all other conditions as summarized in the application booklet. A copy of the application booklet which provided additional information on the City's objectives and policies was made available on the City's website.

The City received twenty-three (23) eligible applications requesting a total of \$7,417,716.38. This report does not include information from any applications that were incomplete, withdrawn and/or deemed ineligible.

As part of the application process in preparation of the Annual Action Plan, the City contracts Avant-Garde Inc. ("AGI") to collaborate with City Staff and Officials, as the Technical Review Committee for the HOME, ESG, and CDBG application proposals.

The Technical Review Committee's preliminary scoring is being presented at the Public Hearing scheduled for April 16, 2024. At this meeting, the City of Moreno Valley City Council will review and consider the proposed projects. In line with the City's policies and objectives and the Citizen's Participation Plan, the final project selections will be made by the City Council via Public Hearing on May 07, 2024. The Annual Action Plan is scheduled to be submitted to HUD at least 45 days before the beginning of the program year.

The following sections of this report contain the current proposed project selections for FY 2024/2025.

Home Investment Partnerships Program (HOME)

Grant Purpose

The Home Investment Partnerships Program was established by Title II of the Cranston-Gonzalez National Affordable Housing Act. The estimated allocation of HOME funds for FY 2024/2025 is \$2,192,154.56. The objectives of the HOME Program include:

Expanding the supply of decent and affordable housing; primarily rental housing.

Strengthening the ability of state and local government to provide adequate supplies of decent, affordable housing.

Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing.

Extending partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

Funding

Fiscal Year 2024/2025 Allocation*	HOME
Planning and Administration Cap (10% of annual grant)	\$75,598
Mandatory CHDO set-aside (15% of annual grant)	\$113,398
Available for Other Activities	\$566,993
TOTAL Anticipated Allocation	\$755,989
TOTAL Prior Year CHDO Funds	\$225,287
TOTAL Uncommitted Prior Year HOME Funds	\$1,210,878
TOTAL Estimated Available for Funding	\$2,192,154

**HUD has not released the allocations for FY 2024/2025, these amounts are estimates based on funding the City has received in prior years.*

Applications

The City received two (2) HOME applications requesting a total of \$372,000 in HOME funding, leaving uncommitted HOME funds of \$1,405,869.61.

Recommendations

Applications were evaluated according to the required criteria.

**City of Moreno Valley
Fiscal Year 2024/2025**
Application Review
HOME Investment Partnerships Program (HOME)

App. No.	Applicant	Program	Funding	Funding Type	Program Objective	Funding Received FY 2023/2024	Funding Requested FY 2024/2025
N/A	City of Moreno Valley	Planning and Administration	HOME	HOME	N/A	\$75,598	\$75,598.90
1	Habitat for Humanity Riverside	Critical Home Repair	HOME	HOME	Housing and Neighborhood Improvement Activities	\$318,750	\$267,000
2	Habitat for Humanity Riverside	Mobile Home Repair	HOME	HOME	Housing and Neighborhood Improvement Activities	N/A	\$105,000
Totals						\$393,342	\$447,598.90

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO

Emergency Solutions Grants Program (ESG)

Grant Purpose

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants Program. The estimated allocation of ESG funds for FY 2024/2025 is \$326,028.

The ESG program is issued to assist, protect, and improve living conditions for the homeless. The program provides funding to:

- Engage homeless individuals and families living on the street.
- Improve the number and quality of emergency shelters for homeless individuals and families.
- Help operate shelters and provide essential services to shelter residents.
- Rapidly re-house and provide essential services to shelter residents.
- Prevent families/individuals from becoming homeless and provide essential services to those at risk of homelessness.

Funding

Fiscal Year 2024/2025 Allocation*	ESG
Planning and Administration Cap (7.5% of annual grant)	\$12,702
Available for Other Activities	\$156,663
TOTAL Anticipated Allocation	\$169,365
TOTAL Uncommitted Prior Year ESG Funds	\$156,663
TOTAL Estimated Available for Funding	\$326,028

*HUD has not released the allocations for FY 2024/2025, these amounts are estimates based on funding the City has received in prior years.

Applications

The City received one (1) ESG application requesting a total of \$169,300 in ESG funding.

Recommendations

Applications were evaluated according to the required criteria.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

**City of Moreno Valley
Fiscal Year 2024/2025**
Application Review
Emergency Solutions Grants Program (ESG)

App. No.	Applicant	Program	Funding	Funding Type	Program Objective	Funding Received FY 2023/2024	Funding Requested FY 2024/2025
N/A	City of Moreno Valley	Planning and Administration	ESG	ESG	N/A	\$12,702	\$12,702.38
3	Path of Life	Rapid Rehousing/Rental Assistance	ESG	ESG	Homeless/Homeless Prevention Services	N/A	\$169,300
Totals						\$12,702	\$182,002.38

Community Development Block Grant (CDBG)

Grant Purpose

The Community Development Block Grant (CDBG) Program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income. The estimated allocation of CDBG funds for FY 2024/2025 is \$2,082,921.42.

The CDBG objective is to be achieved in two ways:

First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons.
- Aid in the prevention or elimination of slums and/or blight.
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low and moderate-income persons.

Funding and Limitations

Fiscal Year 2024/2025 Allocation*	CDBG
Planning and Administration Cap (20% of annual grant)	\$395,803
Public Services Cap (15% of annual grant)	\$296,852
Available for Other Activities (65% of annual grant)	\$1,286,364
TOTAL Anticipated Allocation	\$1,979,019
TOTAL Uncommitted Prior Year(s) CDBG Funds**	\$103,902
TOTAL Estimated Available for Funding	\$2,082,921

*HUD has not released the allocations for FY 2024/2025, these amounts are estimates based on funding the City has received in prior years.

** The City may utilize prior-year uncommitted funds only towards non-public service activities.

CDBG Public Service – Limited to 15%

The City's Public Service priorities as approved by the Council are recapped below:

Priority 1: Basic Needs Related Social Services Programs (such as but not limited to emergency food and shelter (homelessness), abused children advocacy, and utility assistance)

Priority 2: Community Public Safety Programs

Priority 3: Programs Offering Low-Cost Transportation

Priority 4: Employment Services/Programs and Job (Skills) Training

Priority 5: Free/Low-Cost programs for School-Aged Youth

Priority 6: Fair Housing Activities

According to the CDBG regulations, the amount of CDBG funds obligated within a program year to support public service activities may not exceed 15% of the annual program allocation. As a result, the City's Public Service projects for program year 2024/2025 is limited to **\$296,852.85**.

There was a total of sixteen (16) public service applications received totaling \$1,585,416.38 exceeding the estimated available for funding by \$1,288,563.53.

**City of Moreno Valley
Fiscal Year 2024/2025
Application Review
Community Development Block Grant (CDBG)
Public Service**

App. No.	Applicant	Program	Funding	Program Objective	CDBG Public Service Priority	Funding Received FY 2023/2024	Funding Requested FY 2024/2025
4	Change Church Community	Change Food Program & Change Health Program	CDBG	Public Service	Basic Needs Related Social Services	N/A	\$50,000
5	Community Center for Healthy Minds	Domestic Violence Approved Site Program	CDBG	Public Service	Basic Needs Related Social Services	N/A	\$47,595
6	Family Service Association	Senior Nutrition Program	CDBG	Public Service	Basic Needs Related Social Services	\$20,000	\$20,000
7	Inland Compassion	Inland Compassion Homeless Outreach Initiative	CDBG	Public Service	Basic Needs Related Social Services	\$0	\$45,000
8	Junior League of Riverside	Diaper Bank of the Inland Empire	CDBG	Public Service	Basic Needs Related Social Services	\$15,000	\$15,000
9	Kingdom Causes Inc. dba, City Net	Street Outreach and Engagement & Bridge Housing	CDBG	Public Service	Basic Needs Related Social Services	N/A	\$913,129.38
10	Operation SafeHouse Inc.	Emergency Shelter for Youth	CDBG	Public Service	Basic Needs Related Social Services	\$15,000	\$15,000
11	Path of Life Ministries	Homeless Outreach and Shelter Services	CDBG	Public Service	Basic Needs Related Social Services	N/A	\$150,000
12	Unity in Christ Ministries Inc.	Unity's Community Outreach Program	CDBG	Public Service	Basic Needs Related Social Services	N/A	\$25,000

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO

App. No.	Applicant	Program	Funding	Funding Type	CDBG Public Service Priority	Funding Received FY 2023/2025	Funding Requested FY 2024/2025
13	Voices for Children	Court Appointed Special Advocate (CASA) Program	CDBG	Public Service	Basic Needs Related Social Services	\$30,000	\$30,000
14	Moreno Valley Police Department	POP & CSU Targeted Community Betterment	CDBG	Public Service	Community Public Safety Programs	\$40,977	\$46,300
15	Riverside Area Rape Crisis Center	Building Safe Communities	CDBG	Public Service	Community Public Safety Programs	\$15,000	\$15,000
16	Friends of Moreno Valley Senior Center, Inc.	MoVan	CDBG	Public Service	Programs Offering Low-Cost Transportation	\$70,000	\$80,000
17	Assistance League of Riverside	Operation School Bell	CDBG	Public Service	Free/Low-Cost Programs for School-Aged Youth	\$20,000	\$30,000
18	Love 4 Life Association	Unbreakable Program	CDBG	Public Service	Free/Low-Cost Programs for School-Aged Youth	N/A	\$29,392
19	Fair Housing Council of Riverside County, Inc.	Fair Housing & Landlord-Tenant Counseling	CDBG	Public Service	Fair Housing Activities	\$70,875	\$74,000

Subtotal Public Services Activities \$296,852 \$1,585,416.38

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595) : PUBLIC HEARING TO

CDBG Other Activities - 65% (Remaining Allocation)

After accounting for the Public Service Activities, the remaining allocation available to fund other activities is \$1,786,068.57 including \$103,902.42 of uncommitted prior year CDBG funds. There was a total of four (4) applications received for other activities, totaling \$5,291,000. The total requests exceeded the Fiscal Year 2024/2025 estimated available for funding by \$3,504,931.43.

DRAFT

**City of Moreno Valley
Fiscal Year 2024/2025
Application Review
Community Development Block Grant (CDBG)
Other-65% Funding**

App. No.	Applicant	Program	Funding	Funding Type	Program Objective	Funding Received FY 2023/2024	Funding Requested FY 2024/2025
20	GRID Alternatives	City of Moreno Valley Low-Income Energy Assistance Program	CDBG	Rehabilitation	Housing and Neighborhood Improvement Activities	\$100,000	\$150,000
21	City of Moreno Valley – Capital Projects Division	Pavement Rehabilitation for Various Local Streets (24-25)	CDBG	Public Facilities and Improvements	Capital Improvements	\$1,600,000	\$2,041,000
22	City of Moreno Valley – Capital Projects Division	Bay Avenue Sidewalk Improvements (between Day St & Grant St)	CDBG	Public Facilities and Improvements	Capital Improvements	N/A	\$2,700,000
23	WeeCare, Inc. dba, Upwards	BOOST (Business Operation & Optimization Support Tools)	CDBG	Microenterprise Assistance	Economic Development	\$0	\$400,000
N/A	City of Moreno Valley	Planning and Administration	CDBG	Program Administration	N/A	\$395,803	\$395,803.50

Subtotal Other \$2,095,803 \$5,686,803.50

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO

Fiscal Year 2024/2025 Applicants Program Descriptions

Applicant Program Descriptions for each application, as submitted by the applicants, can be found in the subsequent pages.

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City of Moreno Valley
Fiscal Year 2024/2025
HOME Investment Partnerships Program (HOME)
Applicant Program Description

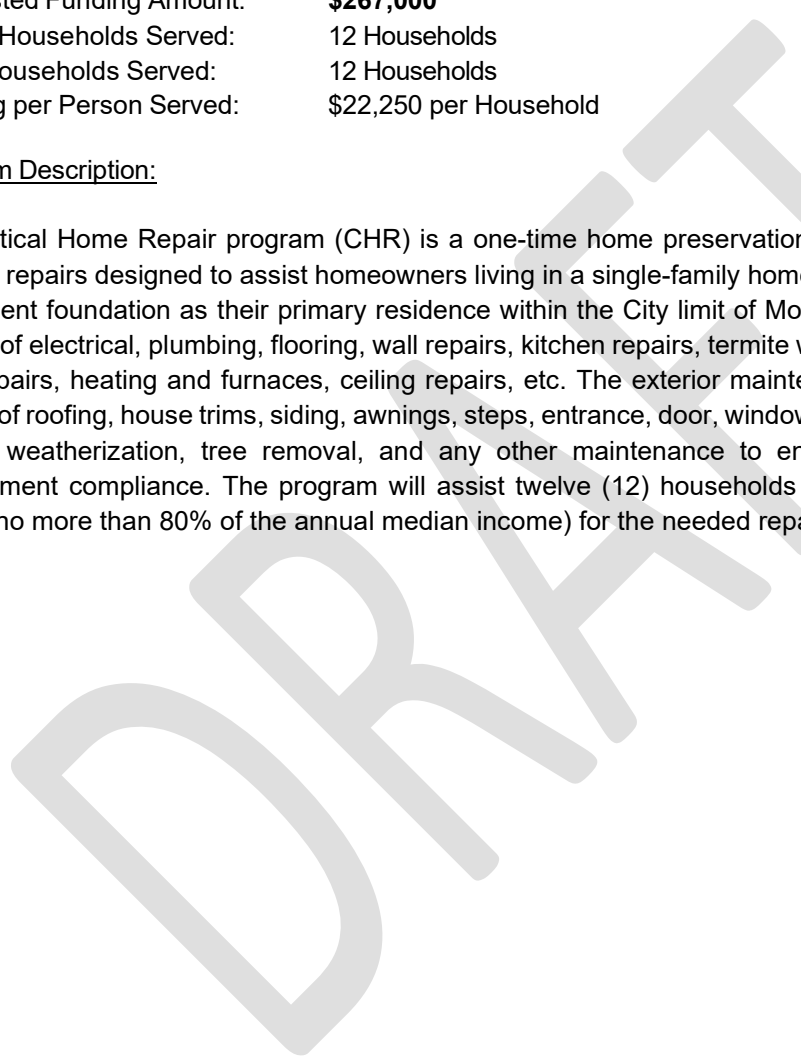
Application Number: 1
Funding: HOME

Applicant: Habitat for Humanity Riverside
Program: Critical Home Repair (CHR)

Requested Funding Amount: **\$267,000**
Total # Households Served: 12 Households
MV # Households Served: 12 Households
Funding per Person Served: \$22,250 per Household

Program Description:

The Critical Home Repair program (CHR) is a one-time home preservation service that offers interior and exterior repairs designed to assist homeowners living in a single-family home or mobile home secured to the permanent foundation as their primary residence within the City limit of Moreno Valley. The interior repairs consist of electrical, plumbing, flooring, wall repairs, kitchen repairs, termite work, air conditioning, insulation, bath repairs, heating and furnaces, ceiling repairs, etc. The exterior maintenance includes replacement or repairs of roofing, house trims, siding, awnings, steps, entrance, door, windows, porch deck, handicap access ramps, weatherization, tree removal, and any other maintenance to ensure health, safety, and code enforcement compliance. The program will assist twelve (12) households in the low to moderate income range (no more than 80% of the annual median income) for the needed repairs.



Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
HOME Investment Partnerships Program (HOME)
Applicant Program Description

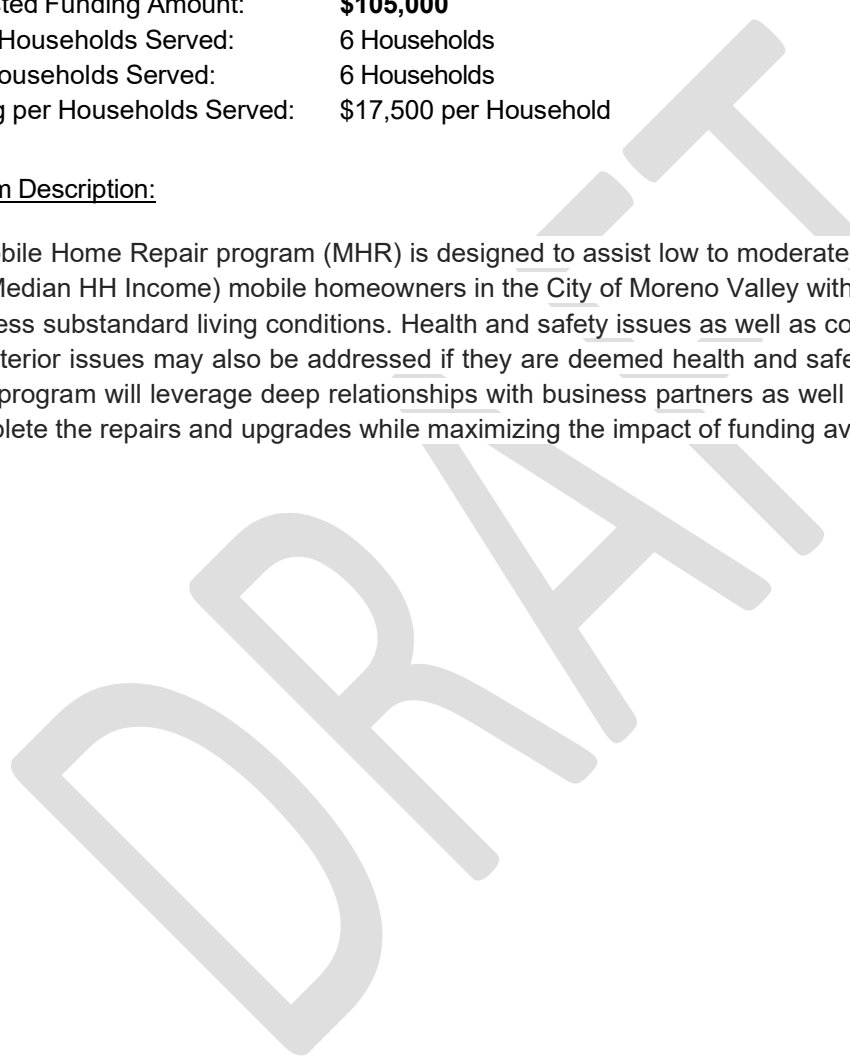
Application Number: 2
Funding: HOME

Applicant: Habitat for Humanity Riverside
Program: Mobile Home Repair (MHR)

Requested Funding Amount: **\$105,000**
Total # Households Served: 6 Households
MV # Households Served: 6 Households
Funding per Households Served: \$17,500 per Household

Program Description:

The Mobile Home Repair program (MHR) is designed to assist low to moderate income (no more than 80% of the Median HH Income) mobile homeowners in the City of Moreno Valley with interior and exterior repairs to address substandard living conditions. Health and safety issues as well as code violations are addressed first. Exterior issues may also be addressed if they are deemed health and safety related. The Mobile Home Repair program will leverage deep relationships with business partners as well as volunteers (if applicable) to complete the repairs and upgrades while maximizing the impact of funding available.



City of Moreno Valley
Fiscal Year 2024/2025
Emergency Solutions Grants Program (ESG)
Applicant Program Description

Application Number: 3
Funding: ESG

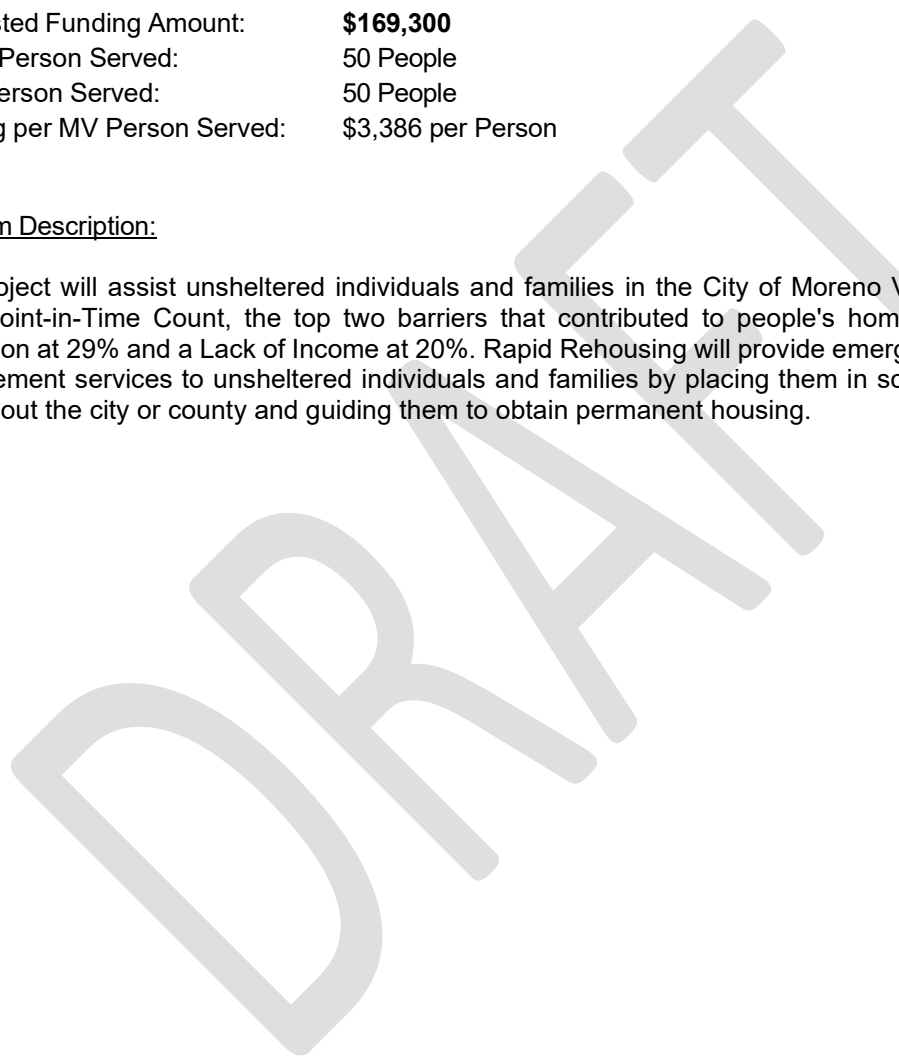
Applicant: Path of Life Ministries
Program: Rapid Rehousing/Rental Assistance

ESG Component Rapid Rehousing

Requested Funding Amount: **\$169,300**
Total # Person Served: 50 People
MV # Person Served: 50 People
Funding per MV Person Served: \$3,386 per Person

Program Description:

This project will assist unsheltered individuals and families in the City of Moreno Valley. According to the 2023 Point-in-Time Count, the top two barriers that contributed to people's homelessness were Family Disruption at 29% and a Lack of Income at 20%. Rapid Rehousing will provide emergency housing and case management services to unsheltered individuals and families by placing them in scattered site apartments throughout the city or county and guiding them to obtain permanent housing.



City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 4
Funding: CDBG

Applicant: Change Community Church
Program: Change Food Program & Change Health Program

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: \$50,000
Total # Persons Served: 2,600 Persons Assisted
MV # Person Served: 2,600 Persons Assisted
Funding per MV Person Served: \$19.23 per Person

Program Description:

For almost 15 years we've served Moreno Valley citizens with food donated to us by El Pollo Loco, Chipotle, McDonald's, and Chick-fil-A to our city's homeless, and families and seniors in need. With our newest relationship with the Emmanuel House Food Pantry, we currently serve approximately two hundred (200) people per week through our "grab and go," but also delivery services, bringing food to our seniors in need or dealing with health/medical issues. Thus, with this grant, we could invest in additional storage and logistics to redistribute the food and toiletries. Thus, allowing us to reach more people and more frequently as well. For years, we've also provided general Health Screenings, some clothing, and Hygiene Bags containing basic grooming necessities. We currently donate approximately two hundred (200) Hygiene Bags monthly. This grant will allow us to invest in bulk inventory from Good360, and tech/software for operations.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 5
Funding: CDBG

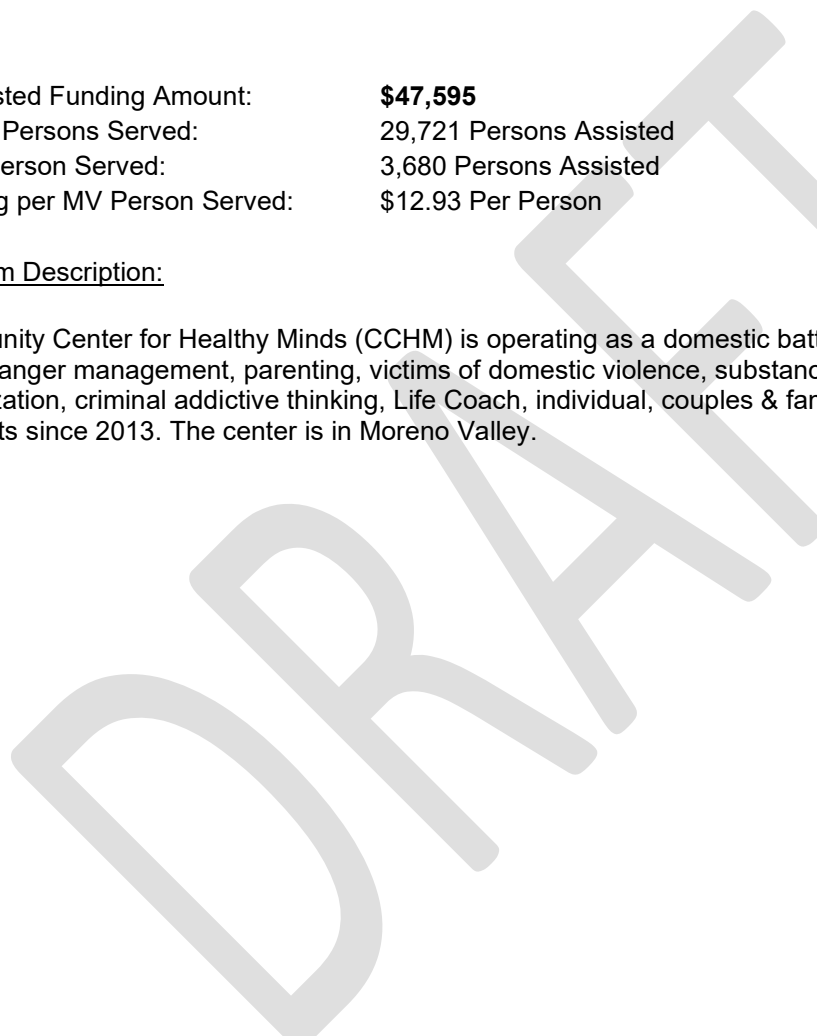
Applicant: Community Center for Healthy Minds
Program: Domestic Violence Approved Site Program

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: \$47,595
Total # Persons Served: 29,721 Persons Assisted
MV # Person Served: 3,680 Persons Assisted
Funding per MV Person Served: \$12.93 Per Person

Program Description:

Community Center for Healthy Minds (CCHM) is operating as a domestic batterer's (male & female), child abuse, anger management, parenting, victims of domestic violence, substance abuse, victims' awareness. Socialization, criminal addictive thinking, Life Coach, individual, couples & family counseling center for residents since 2013. The center is in Moreno Valley.



City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 6
Funding: CDBG

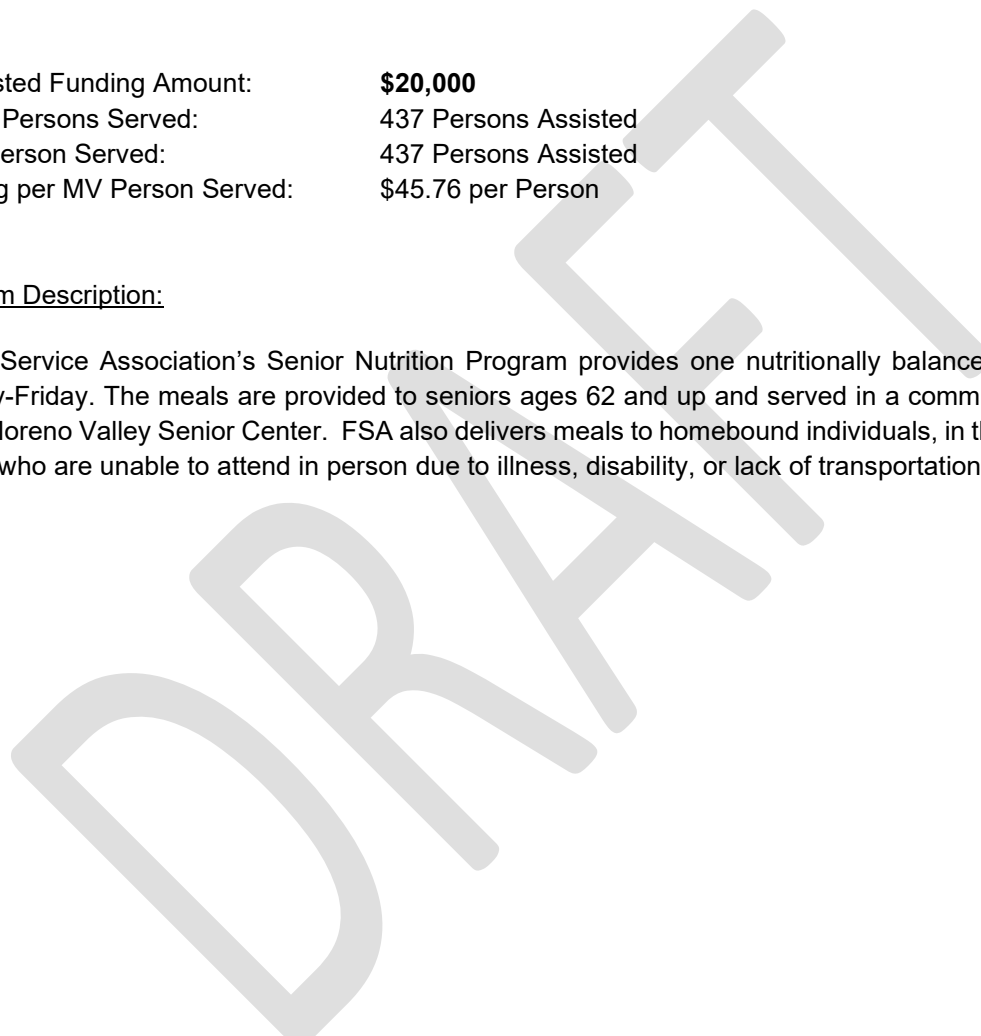
Applicant: Family Service Association
Program: Senior Nutrition Program

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: \$20,000
Total # Persons Served: 437 Persons Assisted
MV # Person Served: 437 Persons Assisted
Funding per MV Person Served: \$45.76 per Person

Program Description:

Family Service Association’s Senior Nutrition Program provides one nutritionally balanced meal per day, Monday-Friday. The meals are provided to seniors ages 62 and up and served in a communal dining room at the Moreno Valley Senior Center. FSA also delivers meals to homebound individuals, in the city of Moreno Valley, who are unable to attend in person due to illness, disability, or lack of transportation.



City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 7
Funding: CDBG

Applicant: Inland Compassion
Program: Inland Compassion Homeless Outreach Initiative

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: \$45,000
Total # Persons Served: 780 Persons Assisted
MV # Person Served: 780 Persons Assisted
Funding per MV Person Served: \$57.69 per Person

Program Description:

Inland Compassion's Homeless Outreach Initiative addresses Moreno Valley's 12% rise in homelessness, leveraging our track record of impacting 939 lives and saving 95 with Narcan since 2022. With CDBG funding, we aim to further transform lives and stabilize the community. Our efforts will connect 60 individuals to stable housing and ensure 80% access vital health services, including mental health and substance abuse treatment, through robust case management. We plan to conduct 8 Moreno Valley Free Market events and operate 4 food banks, aiding hundreds. Funding will also go towards a work van, enhancing our operational reach and efficiency. This initiative is a proactive step towards hope, stability, and improved well-being for Moreno Valley's most vulnerable, embodying our commitment to empathy, equity & evidence- based practices.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 8
Funding: CDBG

Applicant: Junior League of Riverside
Program: Diaper Bank of the Inland Empire

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: \$15,000
Total # Persons Served: 8,200 People Assisted
MV # Person Served: 135 People Assisted
Funding per MV Person Served: \$111.11

Program Description:

The Diaper Bank of the Inland Empire provides no-cost diapers and wipes to families across the Inland Empire who face challenges in accessing basic necessities. For families grappling with financial difficulties, purchasing high-cost fresh diapers often becomes a secondary concern, leading to heightened instances of diaper dermatitis in diaper-wearing infants & toddlers. As the sole Diaper Bank servicing the entire Inland Empire region, there is a substantial demand for our services, underscoring the crucial need for expanded support to better assist low-income and under-resourced families. Our request as it pertains to CDBG funding is specific to continued expansion throughout Moreno Valley. CDBG funding will be allocated to providing diaper/wipe distribution to this designated community through both direct distribution (on-site at public locations.in-the field model) and by partnering with local organizations.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 9
Funding: CDBG

Applicant: Kingdom Causes Inc dba City Net
Program: Street Outreach and Engagement & Bridge Housing

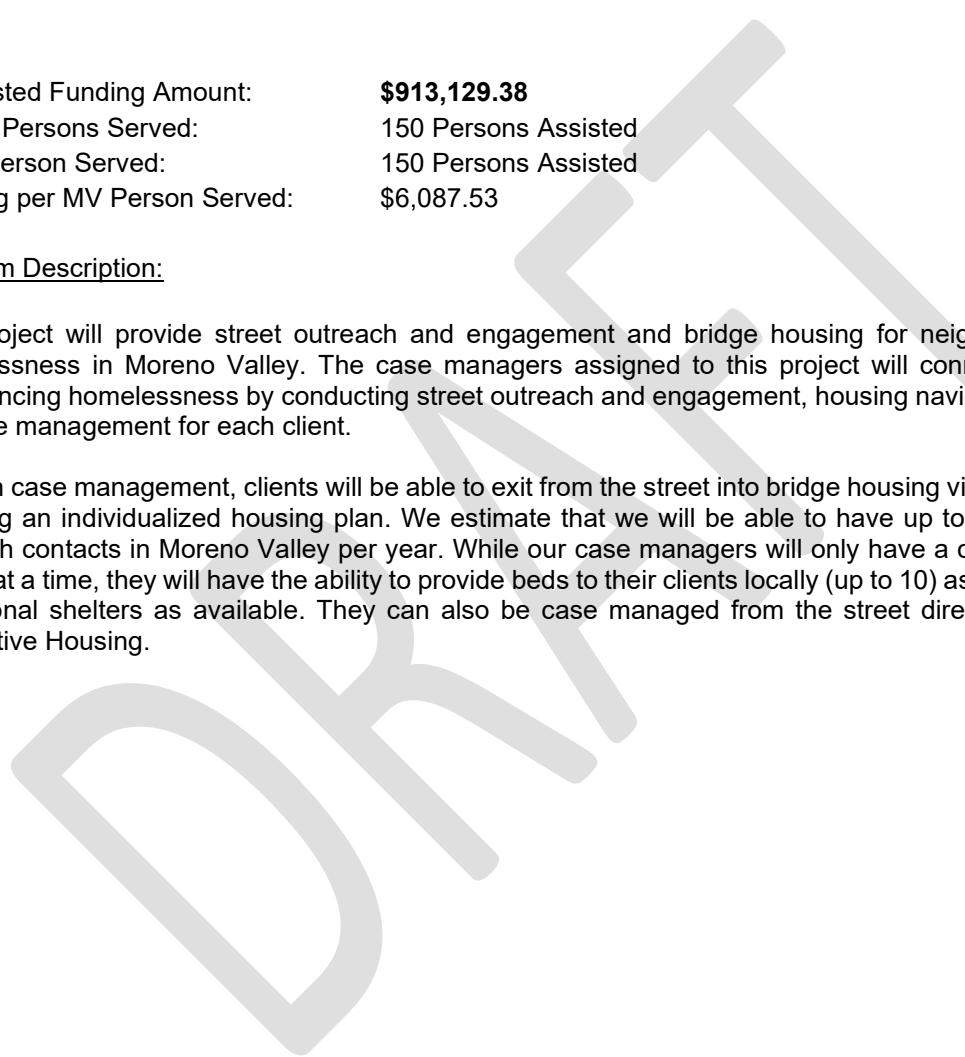
Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: \$913,129.38
Total # Persons Served: 150 Persons Assisted
MV # Person Served: 150 Persons Assisted
Funding per MV Person Served: \$6,087.53

Program Description:

This project will provide street outreach and engagement and bridge housing for neighbors experiencing homelessness in Moreno Valley. The case managers assigned to this project will connect with neighbors experiencing homelessness by conducting street outreach and engagement, housing navigation services, and full case management for each client.

While in case management, clients will be able to exit from the street into bridge housing via motel rooms while pursuing an individualized housing plan. We estimate that we will be able to have up to 150 different street outreach contacts in Moreno Valley per year. While our case managers will only have a caseload of up to 25 clients at a time, they will have the ability to provide beds to their clients locally (up to 10) as well as refer others to regional shelters as available. They can also be case managed from the street directly into Permanent Supportive Housing.



Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 10
Funding: CDBG

Applicant: Operation SafeHouse
Program: Emergency Shelter for Youth

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: \$15,000
Total # Persons Served: 20 Persons Assisted
MV # Person Served: 20 Persons Assisted
Funding per MV Person Served: \$750 per Person

Program Description:

Operation SafeHouse was established in 1988 by two Moreno Valley educators who found there was nowhere to place youth in crisis under the age of 18 in our county. Since opening in 1990, our collaboration with the City of Moreno Valley has included Collaboration through Youth Opportunity Centers, using City of Moreno Valley Police Department Cars as a mobile "Safe Place," partner, provision of on-site counseling through our behavioral health grant programs that serve 1,300 Moreno Valley Middle & High School students annually and SafeHouse is part of the Citywide homeless coalition. CDBG funds are used to provide direct core essential services including up to 21-days of shelter, food, individual group & family counseling, continuing on-site education, recreation, life skills and aftercare to a minimum of 20 City of Moreno Valley youth.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 11
Funding: CDBG

Applicant: Path of Life Ministries
Program: Homeless Outreach and Shelter Services

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: **\$150,000**
Total # Persons Served: 125 Persons Assisted
MV # Person Served: 125 Persons Assisted
Funding per MV Person Served: \$1,200 per Person

Program Description:

The proposed project will address the urgent need of homelessness and lack of shelter beds in Moreno Valley. Path of Life Ministries (POLM) has over 17 years of meeting the needs of the homeless in Riverside County with HUD funding (CDBG, ESG and CoC).

These funds will be used to provide Homeless Street Outreach that will generate referrals to POLM shelters. Four reserved shelter beds will be available for Moreno Valley resident needs. Upon entering the shelter, a guest can stay for up to 90 days while working on stability and receiving supportive services and referrals.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 12
Funding: CDBG

Applicant: Unity in Christ Ministries Inc.
Program: Unity's Community Outreach Program

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: \$25,000
Total # Persons Served: 500 Persons Assisted
MV # Person Served: 500 Persons Assisted
Funding per MV Person Served: \$50 per Person

Program Description:

As the need for additional resources in our community of Moreno Valley continues to grow, our plan is to expand the impact of our community outreach programs to help meet this need. Since the scourge of the COVID-19 shutdown, we've seen a skyrocketing need for food, cleaning supplies, and hygiene products. Further, families that are unable to eat dinner are less focused on schoolwork. The Unity Community Outreach Program consists of our Food Program and Hygiene Product Giveaway where we redistribute meals and hygiene kits for hundreds of our citizens in need. Additionally, we've distributed school supplies and toys to our local youth in need. With this \$25,000 grant, Unity intends to identify, assess, refer, and connect people in crisis with the resources needed, no matter their walk of life. Through both tangible resources and social work, we hope to reduce new entries into homelessness by consistently offering services.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 13
Funding: CDBG

Applicant: **Voices for Children**
Program: **Court Appointed Special Advocate (CASA) Program**

Funding Type: Public Service
Public Service Priority: Basic Needs Related Social Services
Program Objective: Public Service

Requested Funding Amount: **\$30,000**
Total # Persons Served: 15 Persons Assisted
MV # Person Served: 15 Persons Assisted
Funding per MV Person Served: \$2,000 per Person

Program Description:

Voices for Children’s Court Appointed Special Advocate (CASA) program addresses the needs of abused and neglected City of Moreno Valley children in foster care by providing them with the comprehensive, individualized advocacy of a CASA volunteer in court and throughout the community. The organizational cost of providing one year of CASA advocacy to a youth in Riverside County is \$2,000. A \$30,000 grant from the City of Moreno Valley CDBG program will enable Voices for Children to provide CASA volunteers to 15 youth from the City of Moreno Valley during fiscal year (FY) 2024-25. CASAs commit to serving for at least 18 months and, on average, provide youth with 10-15 hours of direct advocacy services per month. This grant will partially fund salaries for the VFC staff Advocacy Supervisors who will manage the CASA volunteers and the cases of grant-funded City of Moreno Valley youth in foster care.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 14
Funding: CDBG

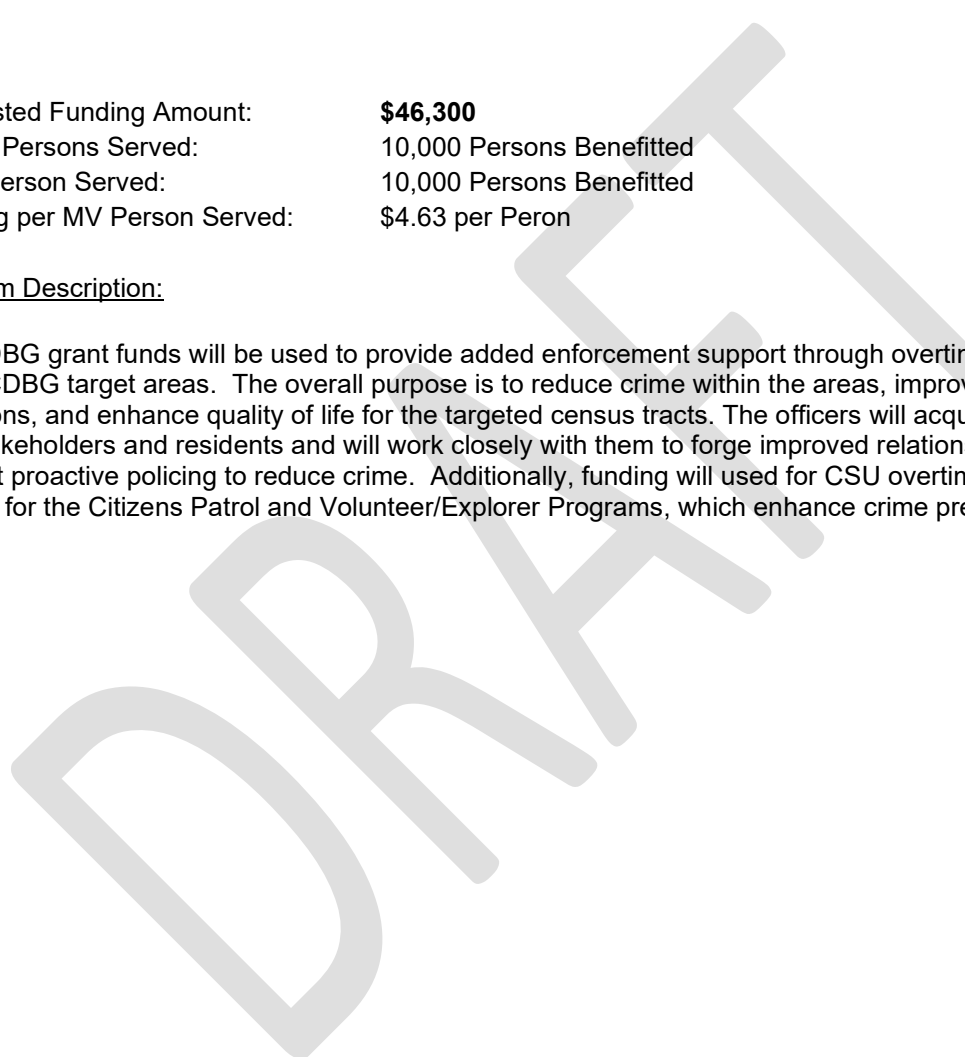
Applicant: Moreno Valley Police Department
Program: POP & CSU Targeted Community Betterment

Funding Type: Public Service
Public Service Priority: Community Service Safety Programs
Program Objective: Public Service

Requested Funding Amount: \$46,300
Total # Persons Served: 10,000 Persons Benefitted
MV # Person Served: 10,000 Persons Benefitted
Funding per MV Person Served: \$4.63 per Peron

Program Description:

The CDBG grant funds will be used to provide added enforcement support through overtime hours worked in the CDBG target areas. The overall purpose is to reduce crime within the areas, improve blighted conditions, and enhance quality of life for the targeted census tracts. The officers will acquaint themselves with stakeholders and residents and will work closely with them to forge improved relationships and to conduct proactive policing to reduce crime. Additionally, funding will be used for CSU overtime to provide training for the Citizens Patrol and Volunteer/Explorer Programs, which enhance crime prevention efforts.



City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 15
Funding: CDBG

Applicant: Riverside Area Rape Crisis Center
Program: Building Safe Communities

Funding Type: Public Service
Public Service Priority: Community Public Safety Programs
Program Objective: Public Service

Requested Funding Amount: **\$15,000**
Total # Persons Served: 550 Persons Assisted
MV # Person Served: 33 Persons Assisted
Funding per MV Person Served: \$454.55

Program Description:

The Riverside Area Rape Crisis Center (RARCC) Building Safe Communities program stands at the forefront of addressing the complex challenges faced by survivors of sexual trauma and their families. This program delivers a holistic and coordinated response that encompasses hotline support and case management services that include emergency shelter referrals, mental health counseling, advocacy, support groups, safety planning, and follow-up support. By understanding the individual and unique impacts of sexual trauma, survivors are empowered on their journey toward resiliency. With a dedicated focus on both intervention and prevention, requested funds will be used to reduce the incidence of sexual trauma, domestic violence, and child abuse. The prevention component saves lives and equips families with the skills necessary to build healthy relationships. By fostering a culture of empowerment, respect, and accountability we aspire to create a community where the cycle of violence is disrupted, and the well-being of residents is prioritized.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 16
Funding: CDBG

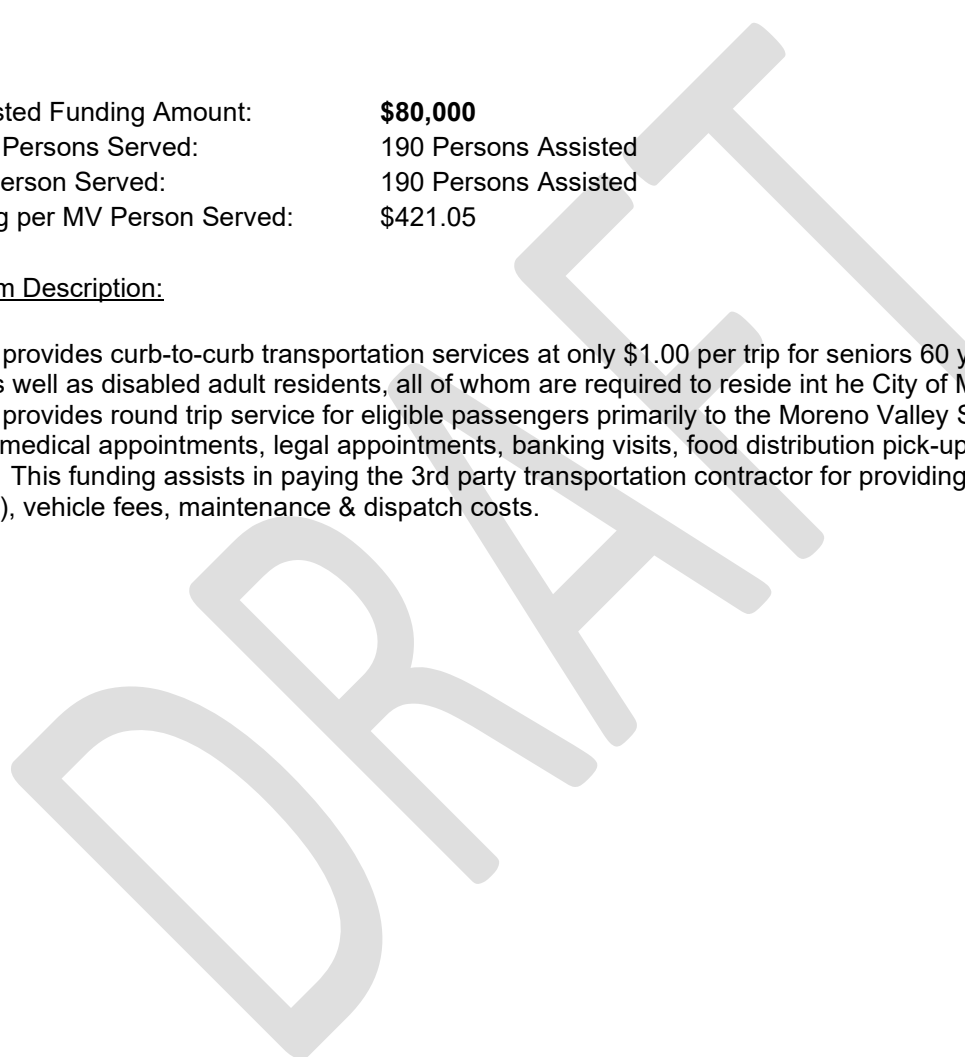
Applicant: Friends of Moreno Valley Senior Center, Inc
Program: MoVan

Funding Type: Public Service
Public Service Priority: Programs Offering Low-Cost Transportation
Program Objective: Public Service

Requested Funding Amount: \$80,000
Total # Persons Served: 190 Persons Assisted
MV # Person Served: 190 Persons Assisted
Funding per MV Person Served: \$421.05

Program Description:

MoVan provides curb-to-curb transportation services at only \$1.00 per trip for seniors 60 years of age and older as well as disabled adult residents, all of whom are required to reside in the City of Moreno Valley. MoVan provides round trip service for eligible passengers primarily to the Moreno Valley Senior Center as well as medical appointments, legal appointments, banking visits, food distribution pick-ups, and special City events. This funding assists in paying the 3rd party transportation contractor for providing the Class B driver(s), vehicle fees, maintenance & dispatch costs.



Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 17
Funding: CDBG

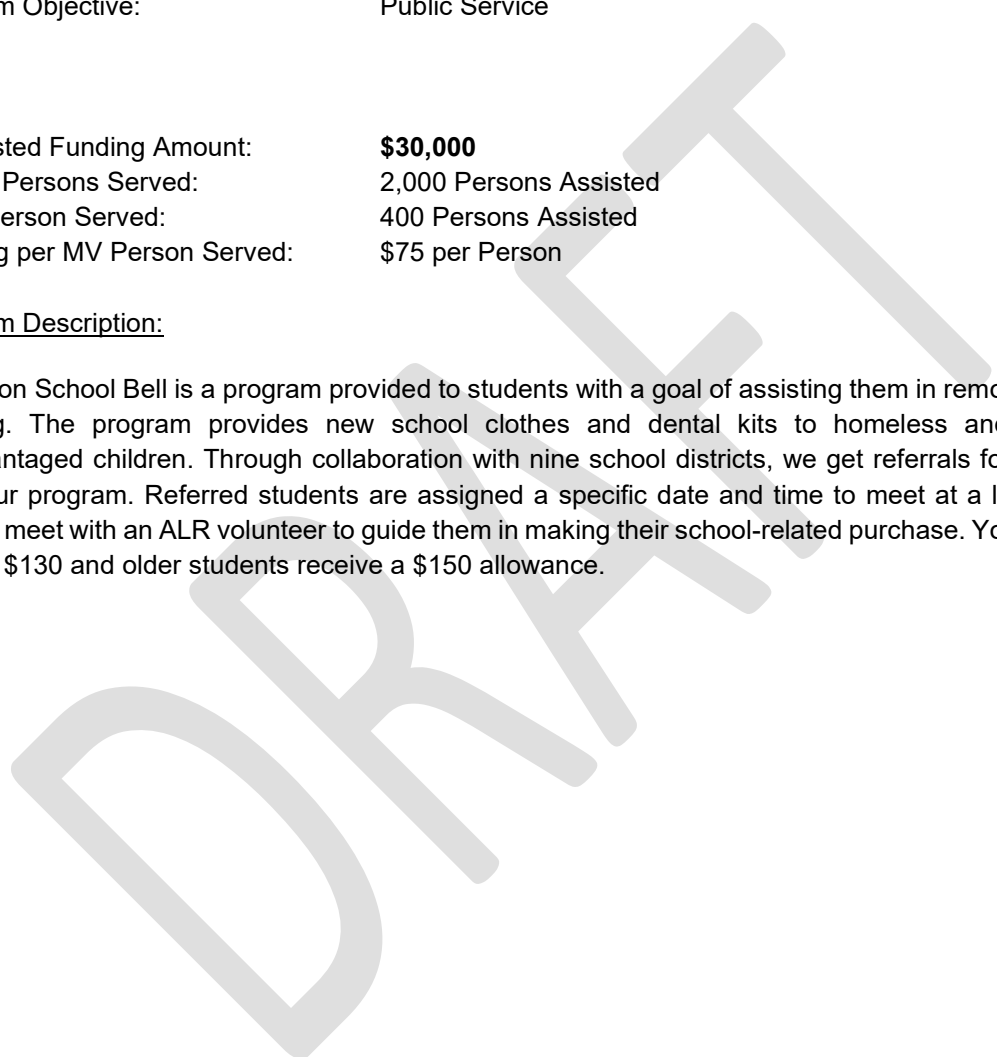
Applicant: Assistance League of Riverside
Program: Operation School Bell

Funding Type: Public Service
Public Service Priority: Free/Low-Cost Programs for School-Aged Youth
Program Objective: Public Service

Requested Funding Amount: \$30,000
Total # Persons Served: 2,000 Persons Assisted
MV # Person Served: 400 Persons Assisted
Funding per MV Person Served: \$75 per Person

Program Description:

Operation School Bell is a program provided to students with a goal of assisting them in removing barriers to learning. The program provides new school clothes and dental kits to homeless and economically disadvantaged children. Through collaboration with nine school districts, we get referrals for students who need our program. Referred students are assigned a specific date and time to meet at a local JCPenney store to meet with an ALR volunteer to guide them in making their school-related purchase. Younger students receive \$130 and older students receive a \$150 allowance.



City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 18
Funding: CDBG

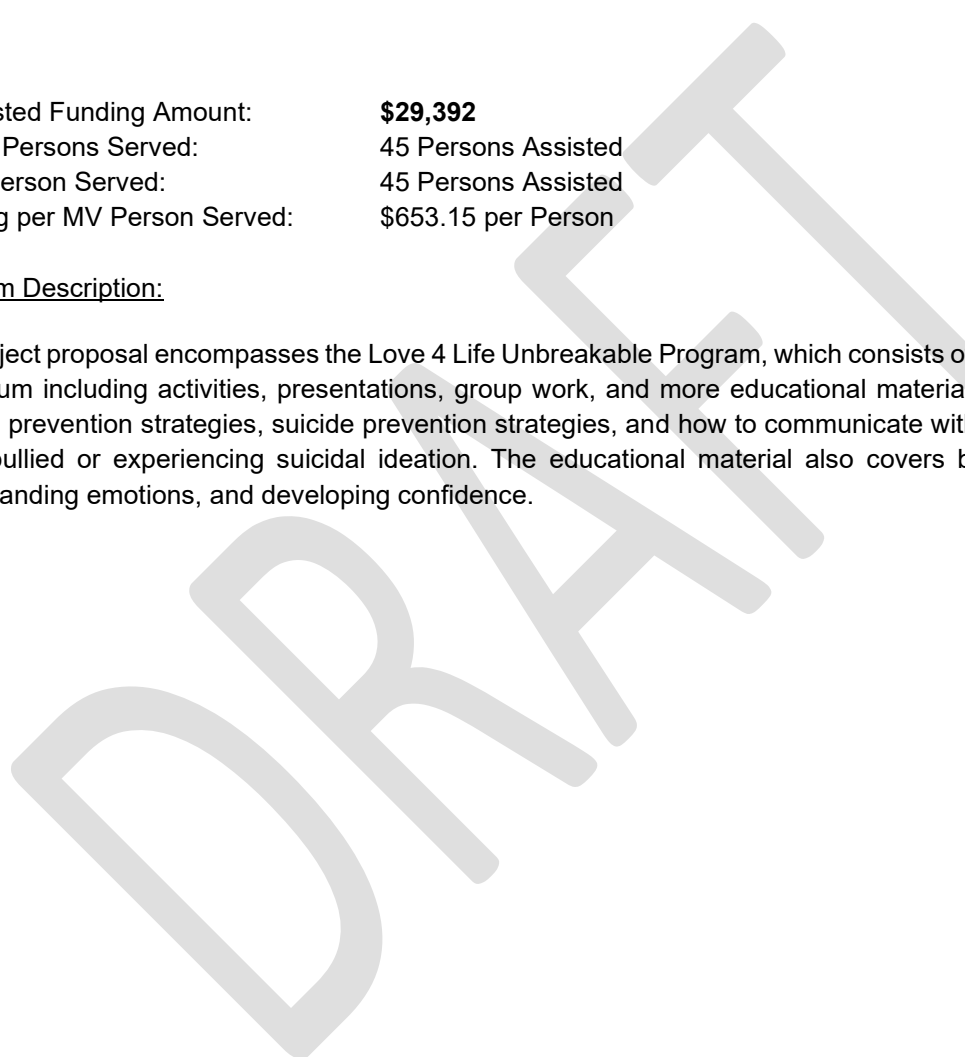
Applicant: Love 4 Life Association
Program: Unbreakable Program

Funding Type: Public Service
Public Service Priority: Free/Low-Cost Programs for School-Aged Youth
Program Objective: Public Service

Requested Funding Amount: \$29,392
Total # Persons Served: 45 Persons Assisted
MV # Person Served: 45 Persons Assisted
Funding per MV Person Served: \$653.15 per Person

Program Description:

Our project proposal encompasses the Love 4 Life Unbreakable Program, which consists of a comprehensive curriculum including activities, presentations, group work, and more educational material that ranges from bullying prevention strategies, suicide prevention strategies, and how to communicate with someone who is being bullied or experiencing suicidal ideation. The educational material also covers building resiliency, understanding emotions, and developing confidence.



City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 19
Funding: CDBG

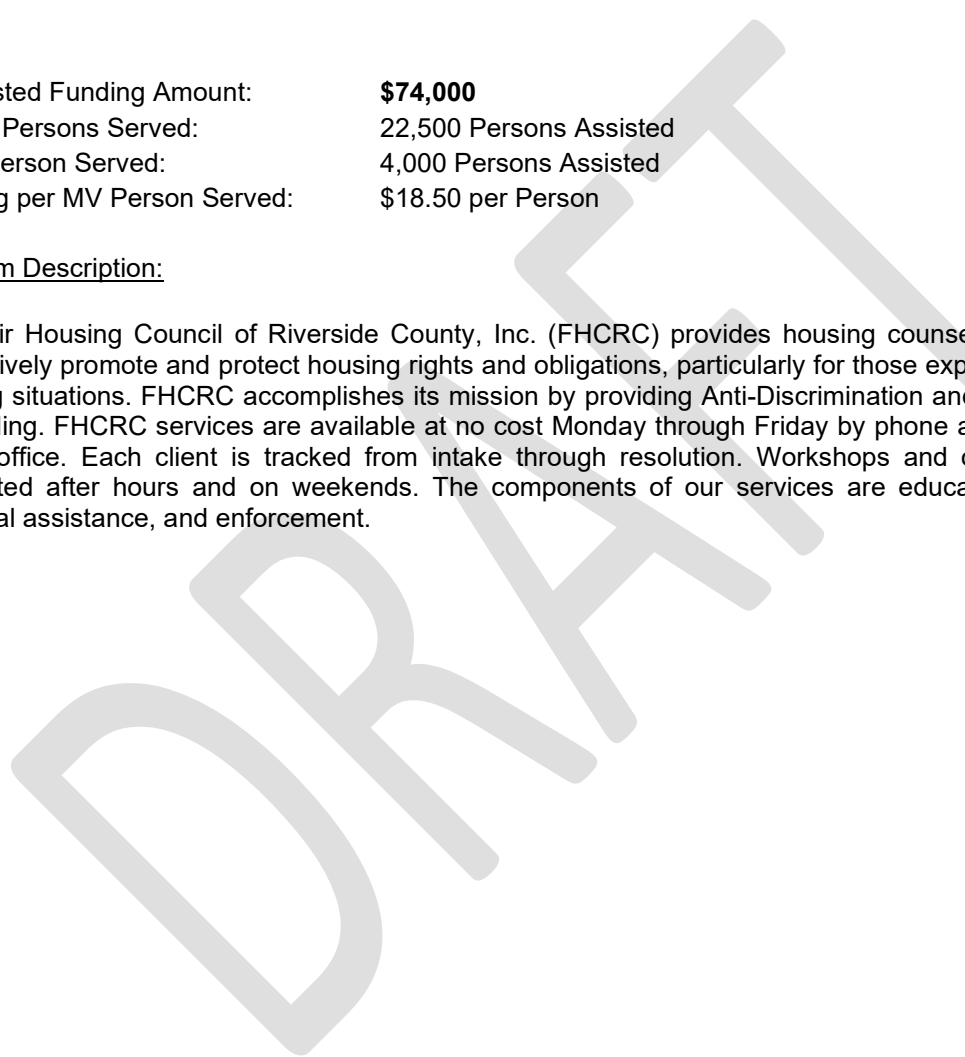
Applicant: Fair Housing Council of Riverside County, Inc
Program: Fair Housing & Landlord Tenant Counseling

Funding Type: Public Service
Public Service Priority: Fair Housing Activities
Program Objective: Public Service

Requested Funding Amount: \$74,000
Total # Persons Served: 22,500 Persons Assisted
MV # Person Served: 4,000 Persons Assisted
Funding per MV Person Served: \$18.50 per Person

Program Description:

The Fair Housing Council of Riverside County, Inc. (FHCRC) provides housing counseling services that affirmatively promote and protect housing rights and obligations, particularly for those experiencing adverse housing situations. FHCRC accomplishes its mission by providing Anti-Discrimination and Landlord/Tenant counseling. FHCRC services are available at no cost Monday through Friday by phone and at our Moreno Valley office. Each client is tracked from intake through resolution. Workshops and outreach are also conducted after hours and on weekends. The components of our services are education, training and technical assistance, and enforcement.



Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 20
Funding: CDBG

Applicant: GRID Alternatives Inland Empire
Program: City of Moreno Valley Low-Income Energy Assistance Program

Funding Type: Rehabilitation
Program Objective: Housing and Neighborhood Improvement Activities

Requested Funding Amount: \$150,000
Total # Households Served: 10 Households Assisted
MV # Households Served: 10 Households Assisted
Funding per MV Person Served: \$15,000 per Household

Program Description:

GRID will install solar electric and battery systems in Moreno Valley for 10 low-income homeowners earning no more than 80% of AMI. Of the awarded funds, \$75,000 will be allocated to provide roof repair and electrical upgrades for battery installation to make homes suitable for solar plus storage. These installations will also benefit GRID's job trainees and volunteer participants with opportunities to gain hands-on experience. Each solar installation generates impact outcomes that include long-term financial and wellbeing benefits for low income families; hands-on experience for job trainees and volunteers; and environmental benefits for the community through the reduction in greenhouse gas emission.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 21
Funding: CDBG

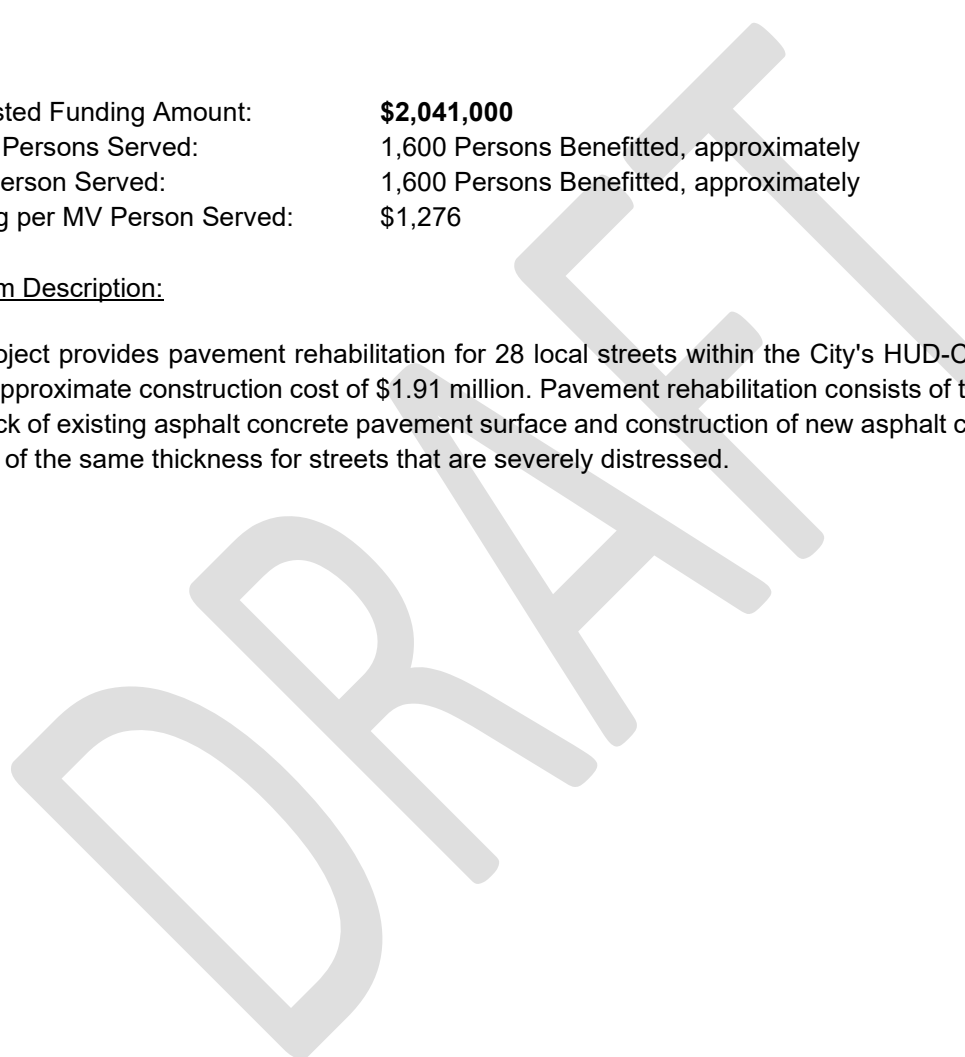
Applicant: City of Moreno Valley – Capital Projects Division
Program: Pavement Rehabilitation for Various Local Streets (2024/2025)

Funding Type: Public Facilities and Improvements
Program Objective: Capital Improvements

Requested Funding Amount: \$2,041,000
Total # Persons Served: 1,600 Persons Benefitted, approximately
MV # Person Served: 1,600 Persons Benefitted, approximately
Funding per MV Person Served: \$1,276

Program Description:

This project provides pavement rehabilitation for 28 local streets within the City's HUD-CDBG target areas for an approximate construction cost of \$1.91 million. Pavement rehabilitation consists of the removal of 1.5-inch thick of existing asphalt concrete pavement surface and construction of new asphalt concrete pavement surface of the same thickness for streets that are severely distressed.



Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 22
Funding: CDBG

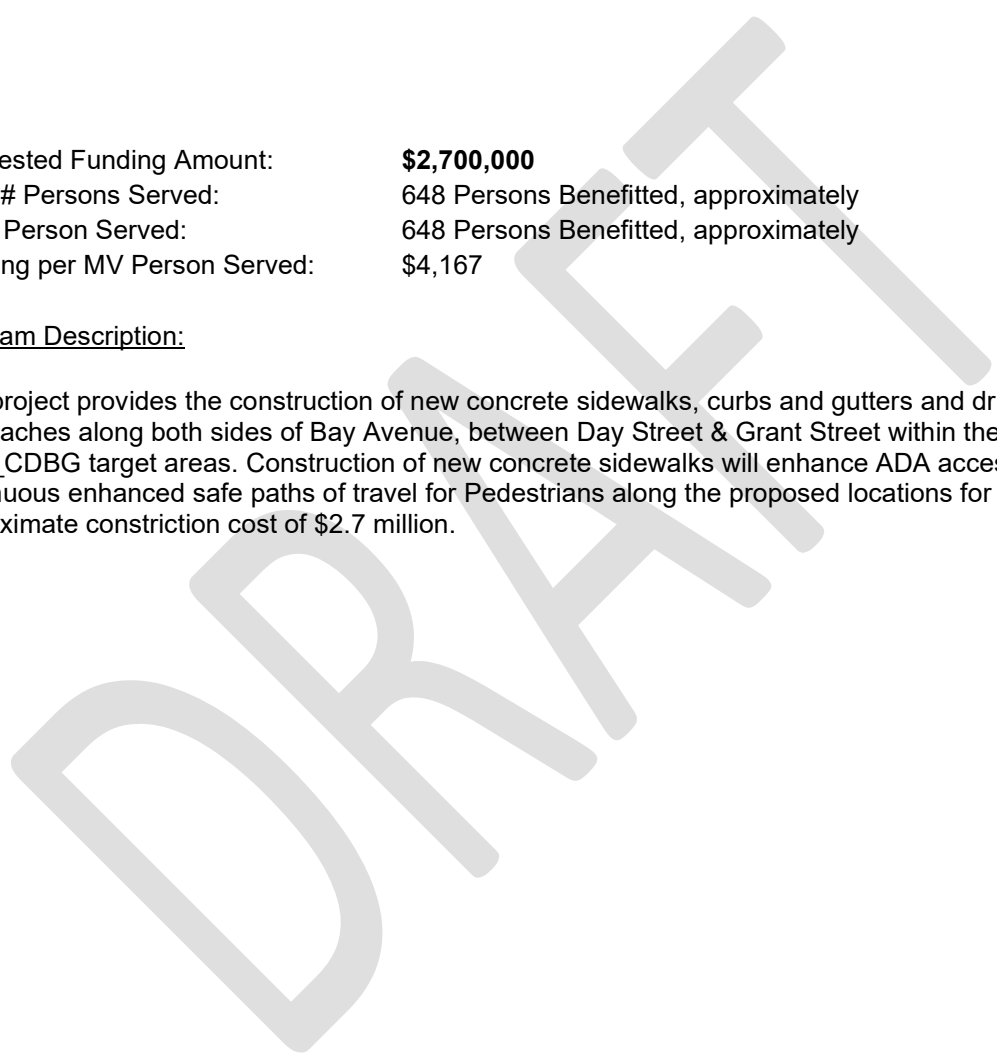
Applicant: City Of Moreno Valley – Capital Projects Division
Program: Bay Avenue Sidewalk Improvements (between Day St & Grant St)

Funding Type: Public Facilities and Improvements
Program Objective: Capital Improvements

Requested Funding Amount: \$2,700,000
Total # Persons Served: 648 Persons Benefitted, approximately
MV # Person Served: 648 Persons Benefitted, approximately
Funding per MV Person Served: \$4,167

Program Description:

This project provides the construction of new concrete sidewalks, curbs and gutters and driveways approaches along both sides of Bay Avenue, between Day Street & Grant Street within the city's HUD_CDBG target areas. Construction of new concrete sidewalks will enhance ADA access and provide continuous enhanced safe paths of travel for Pedestrians along the proposed locations for an approximate construction cost of \$2.7 million.



Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG

City of Moreno Valley
Fiscal Year 2024/2025
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 23
Funding: CDBG

Applicant: WeeCare, Inc dba, Upwards
Program: BOOST (Business Operation & Optimization Support Tools)

Funding Type: Microenterprise Assistance
Program Objective: Economic Development

Requested Funding Amount: \$400,000
Total # Businesses Assisted: 50 Businesses Assisted
MV # Businesses Assisted: 50 Businesses Assisted
Funding per MV Business Assisted: \$8,000 per Business

Program Description:

Upwards will implement the BOOST program to provide vital business and technical assistance to 50 LMI microenterprise childcare providers in the City of Moreno Valley over 12 months. The comprehensive personalized guidance will cover financial planning, marketing tactics, staff hiring, licensing compliance, and more. BOOST also introduces providers to proprietary management software tools that enable them to digitize and optimize operations for efficiency gains. These supports will strengthen the providers' sustainability, allowing them to retain 50 LMI jobs, create 15 new LMI teaching assistant roles, and expand the number of affordable quality childcare slots available to working families by 30%. With specialty assistance connecting 700 low-income households to participant provider openings that suit preferences and eligibility, the initiative aims to alleviate local childcare shortages and workforce instability.

Attachment: FY 24-25 MoVal Funding Recommendation Booklet PH2 (6595 : PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: May 7, 2024

TITLE: ENDORSEMENT OF FUNDING REQUEST FOR THE CENTER FOR EMPLOYMENT OPPORTUNITIES (CEO) FROM THE DEPARTMENT OF JUSTICE'S BYRNE-JAG GRANT

RECOMMENDED ACTION

Recommendation:

1. The City Council is recommended to approve the issuance of a letter of support for the Center for Employment Opportunities' (CEO) funding request from the Byrne-JAG grant. This recommendation aligns with the proposed amendments to the Municipal Code, specifically empowering the Council to approve and sign letters of commendation and recommendation at a noticed public meeting or upon recommendation by the City Manager.

BACKGROUND:

On March 5, 2024, Ordinance 1008 was executed, amending the Moreno Valley Municipal Code, specifically Sections 2.04.007 and 2.04.040, regarding the Mayor's role, duties, and adoption of procedures by the City Council. These amendments include empowering the Council to approve and sign letters of commendation and recommendation if approved by a majority of the City Council at a noticed public meeting or recommended by the City Manager.

SUMMARY

By approving the issuance of the support letter, the City Council demonstrates its commitment to leveraging external resources to address community needs, particularly in the realm of criminal justice reform and workforce development.

JUSTIFICATION

1. CEO's evidence-based workforce services for formerly incarcerated individuals align with the city's commitment to smart criminal justice reform.
2. Supporting CEO's funding request is in line with the Council's responsibility to promote initiatives that enhance community safety and reduce recidivism.
3. Approval of the letter of support fulfills the provisions outlined in Ordinance 1008, ensuring compliance with the amended Municipal Code.

CONCLUSION

The approval of the CEO funding support letter is recommended to align with the provisions of Ordinance 1008, fulfilling the Council's responsibility to promote initiatives that enhance community safety and reduce recidivism.

PREPARATION OF STAFF REPORT

Prepared By:
Jasmin Rivera
Executive Assistant to the Mayor and Council Office

Department Head Approval:
Jane Halstead
Manager of the Office of Mayor and City
Council/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. Mayor Cabrera_Earmark Support Letter Template

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/11/24 6:28 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/11/24 6:28 PM

The Honorable Senator Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

DATE

To Whom it May Concern:

As Mayor of Moreno Valley, I am pleased to provide this letter of support on behalf of the Center for Employment Opportunities' (CEO's) Congressionally Directed Spending request for the Department of Justice's Byrne-JAG grant under the Commerce, Justice and Science title. I am confident in CEO's ability to provide high quality, evidence-based workforce services that enable formerly incarcerated people to successfully reenter the workforce and significantly reduce that likelihood that they return to jail or prison.

The Center for Employment Opportunities' mission is to provide immediate, effective, and comprehensive employment services exclusively to people with prior justice involvement. With its evidence-based model of life skills education, transitional work, job placement and retention services and advanced training opportunities, CEO's model has positive impacts on public safety and has shown to increase employment rates three years post-enrollment for former CEO participants by 48 percent compared to the comparison group.

Since being elected to represent Moreno Valley in 2022, I have been committed to smart criminal justice reform efforts that make our communities safer and more prosperous. I understand the transformative power employment has for those with criminal histories. By partnering with CEO we can depend on their strong track record of reducing recidivism and preparing Californians to be successful after they have paid their debt to society. Since 2011 CEO has enrolled over 16,000 formerly-incarcerated Californians in their program, and I look forward to helping them further develop their services to reduce the cycles of poverty and crime in our community.

Thank you for your consideration to expand training opportunities for formerly-incarcerated individuals through evidence-based reentry programs such as CEO as an innovative way to combat crime and build public safety. Please do not hesitate to contact me with any questions.

Sincerely,



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: May 7, 2024

TITLE: 2024 CITY COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS

RECOMMENDED ACTION

Recommendation:

1. Authorize the City Clerk to make minor adjustments to the 2024 Council Committee Participation List based on direction from Council.

OR

1. Approve the Mayor's recommendations to the various committees and regional bodies as noted on the 2024 Council Committee Participation.

SUMMARY

Due to the resignation of Council Member Marquez on April 16, 2024, there are vacancies that need to be filled on the 2024 City Council Committee Participation. I have attached a list with the Mayor's recommendations.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Patty Rodriguez
Senior Deputy City Clerk/Division Manager

Department Head Approval:
Jane Halstead
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

2024 Council Committee Participation

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. 2024 Council Committee Participation(5.7.2024)_

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/02/24 3:35 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	5/02/24 3:39 PM

DRAFT 05/07/2024
COUNCIL PARTICIPATION / RECOMMENDATIONS
2024 COUNCIL COMMITTEE PARTICIPATION

**CITY COUNCIL ADVISORY
COMMISSIONS/BOARDS :**

	<i>Primary</i>	<i>Alternate</i>	<i>Term</i>	<i>When</i>	<i>Time</i>
Arts Commission	Cabrera	Barnard	12/31/2024	4th Wed. of each month	6:00 p.m.
Emerging Leaders Council	Cabrera	Baca	12/31/2024	4th Mon. of each month	6:00 p.m.
Environmental and Historical Preservation Board	Baca	Barnard	12/31/2024	2th Mon. of each odd month	7:00 p.m.
Library Commission	Baca	Delgado	12/31/2024	3rd Thurs. of each month	5:30 p.m.
Parks, Community Services and Trails Committee	Barnard	Delgado	12/31/2024	1st Thurs. of each month	5:30 p.m.
Senior Citizens' Board	Delgado	Barnard	12/31/2024	3rd Mon. of each month	3:00 p.m.
Traffic Safety Commission	Delgado	Baca	12/31/2024	1st Wed. of each month	6:00 p.m.
Utilities Commission	Barnard	Delgado	12/31/2024	4th Wed. of each month	6:00 p.m.

CITY COUNCIL STANDING COMMITTEES :

Economic Development Committee <i>Appoint 2 Primary</i>	Cabrera/ Delgado	Barnard	12/31/2024	2nd Tue. of each month	4:00 p.m.
Finance Committee <i>Appoint 2 Primary</i>	Barnard/ Cabrera	Delgado	12/31/2024	4th Tue. of each month	3:45 p.m.
Public Safety Committee* <i>Appoint 2 Primary</i>	Barnard/ Delgado	Baca	12/31/2024	3rd Tue. of each month	2:45 p.m.
Parks & Community Services Council Committee <i>Appoint 2 Primary 2 Alternates</i>	Delgado/ Barnard	Baca/ Cabrera	12/31/2024	1st Tue. of each month	3:00 p.m.

INTER-AGENCY:

March Joint Powers Commission (JPC) <i>Appoint 2 Primary</i>	Cabrera/ Delgado	Barnard	12/31/2024	2nd Wed. of each month	3:00 p.m.
School Districts/City Joint Task Force <i>Appoint 2 Primary</i>	Barnard/ Baca	Cabrera	12/31/2024	3rd Tues. of each even numbered month	12:00 p.m.
Riverside County Habitat Conservation Agency (RCHCA)	Barnard	Delgado	12/31/2024	3rd Thurs. -Feb, May, June, Sept, Nov	11:30 a.m.
Riverside County Transportation Commission (RCTC)	Cabrera	Delgado	12/31/2024	2nd Wed. of each month	9:30 a.m.
Riverside Transit Agency (RTA)	Barnard	Cabrera	12/31/2024	4th Thurs. of each month	2:00 p.m.
Western Riverside Council of Governments (WRCOG)	Baca	Cabrera	12/31/2024	1st Mon. of each month	2:00 p.m.
Western Riverside County Regional Conservation Authority (RCA)	Cabrera	Delgado	12/31/2024	1st Mon. of each month	12:30 p.m.



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC, City Clerk
Steve Quintanilla, City Attorney

AGENDA DATE: May 7, 2024

TITLE: CITY COUNCIL DIRECTION REGARDING FILLING CITY COUNCIL DISTRICT #3 VACANCY

RECOMMENDED ACTION

Recommendations: That the City Council

1. Adopt the attached Resolution calling for a Special Election which shall be consolidated with the November 5, 2024, General Municipal Election to allow the eligible voters of the City of Moreno Valley to elect who shall serve the remaining term of the vacancy created by the resignation of the former District 3 Council Member which expires in December 2024 upon the installation of the candidate elected by the voters on November 5, 2024, to serve as the District 3 Council Member for the 2024-2028 term; or
2. Decide to make an appointment to fill the District 3 vacancy created by the resignation of the former District 3 Council Member until the installation of the candidate elected by the voters on November 5, 2024, in December 2024, to serve as the District 3 Council Member for the 2024-2028 term, and provide direction to the City Clerk regarding appointment procedures deemed necessary and appropriate by the City Council.

BACKGROUND

On April 16, 2024, former District 3 Council Member David Marquez submitted to the City Clerk a Letter of Resignation that took effect the same day.

Pursuant to Government Code Section 1770, an immediate vacancy is created on the City Council when a Council Member submits his/her resignation to the City Clerk. In addition, Section 1770 provides that an immediate vacancy is created on the City Council upon the receipt of a Letter of Resignation by the City Clerk from the resigning

Council Member. This simply means that there is no legal requirement that the Letter of Resignation be formally accepted by the City Council.

Moreover, pursuant to Government Code Section 36512(b), **within 60 days** of the date the vacancy is created (April 16, 2024), the City Council must fill the vacancy either by **appointment** or by calling a **special election**. This means the City Council will have to either fill the vacancy by appointment or call a special election to fill the remaining term of the vacancy, no later than June 15, 2024.

If the City Council chooses to **fill the vacancy by appointment**, pursuant to Government Code Section 36512(b)(2), since Mr. Marquez vacated his seat on the City Council in the second half of his term of office, the appointee will hold office for Mr. Marquez's unexpired term, which expires in December 2024, upon the installation of the candidate elected on November 5, 2024, to serve as the District No. 3 Council Member for the 2024-2028 term. If the City Council decides to appoint to fill the vacancy, then the City Clerk respectfully requests direction from the City Council regarding, but not limited to, the following: a) whether it wants interested citizens to complete an application; b) whether the City Council wants to subject each applicant to a criminal background check; c) whether the City Council wants to allow individual Council Members to interview any of the applicants; d) whether the City Council wants to conduct open interviews in the context of a noticed City Council special or regular meeting which is required under State law to take place in open session (rather than closed session); e) whether the City Council wants the applicants to consent to disclosure of their applications which under the Public Records Act may be withheld from disclosure pursuant to holdings of *Wilson v. Superior Court* (Cal. App. 2d Dist. 1996), 51 Cal. App. 4th 1136 and *California First Amendment Coalition v. Superior Court* (Cal. App. 3d Dist. 1998), 67 Cal. App. 4th 159.

However, per Government Code Section 36512 (b)(1), if the City Council **calls a special election**, it must be held on one of the established regular election dates as set forth in Government Code Section 1000, **not less than 114 days** after the City Council calls for the special election. This means that if the City Council takes action on this matter at the meeting on May 7, 2024, the only regular election date that will not be less than 114 days of May 7, 2024, would be **November's General Municipal Election, scheduled for November 5, 2024**. Under Government Code Section 1000, the November General Election Date is the only available established regular election date that meets the requirements of Government Code Section 36512(b)(1). Incidentally, the established regular election dates under Elections Code Section 1000 include the following:

- The first Tuesday after the first Monday in March of each even-numbered year that is evenly divisible by four. **[This date has passed.]**
- The first Tuesday after the first Monday in March of each odd-numbered year. **[This date has passed.]**
- The second Tuesday of April in each even-numbered year. **[This date has passed.]**

- The first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four. **[This date falls within 114 days of May 7, 2024.]**
- The first Tuesday after the first Monday in November of each year. **[This date is the only one that falls beyond 114 days from May 7, 2024.]**

It is important to note that the purpose of calling a special election is to allow the voters to decide who will fill the District 3 “vacancy” for the remainder of the term, which ends in December 2024, upon the installation of the candidate elected on November 5, 2024, to fill the subsequent 2024-2028 term for District 3. This means that since the special election will be consolidated with the general municipal election, there be two District 3 seats on the November 2024 ballot: 1) Special Election to fill the remaining term of the subject vacancy which ends in December 2024, upon the installation of the candidate elected to fill the subsequent District 3 2024-2028 term; and 2) General Election to fill the District 3 2024-2028 term. Due to the fleeting nature of the remaining term of the subject vacancy, if there in only one or no candidates for the remaining term of the vacant seat, Elections Code Section 10229(a) provides that the City Council with the following options: 1) if there is only one candidate, the City Council may appoint the candidate to the fill the remaining term of the vacant seat; 2) if there are no candidates, the City Council may appoint an eligible candidate (elector) to fill the remaining term of the vacant seat; or 3) hold the special election, if there are no candidates or only one candidate to fill the remaining term of the vacant seat.

ALTERNATIVES

The City Council has the following alternatives:

1. Adopt the attached Resolution calling for a Special Election which shall be consolidated with the November 5, 2024, General Municipal Election to allow the eligible voters of the City of Moreno Valley to elect who shall fill the remaining term of the vacant seat, which ends in December 2024, upon the installation of the candidate elected on November 5, 2024, to fill the subsequent District 3 2024-2028 term; or
2. Decide to make an appointment to fill the remaining term of the vacant seat, which ends in December 2024, upon the installation of the candidate elected on November 5, 2024, to fill the subsequent District 3 2024-2028 term.

Staff has no preferred alternative.

FISCAL IMPACT

There will not be any significant additional fiscal impact if the City Council calls a special election since the special election will be consolidated with the November 5, 2024, General Municipal Election ballot. However, if the City Council decides to appoint to fill the vacancy, there may be costs associated with preparing applications, conducting any necessary criminal background checks, arranging interviews, etc.

NOTIFICATION

This staff report was made available for public review and inspection and posted on the City’s website at least 72 hours prior to the May 7, 2024, Regular City Council meeting.

PREPARATION OF STAFF REPORT

Prepared By:
Jane Halstead, City Clerk

Concurred By:
Steven B. Quintanilla, City Attorney

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”



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

- 1. ELECTION RESOLUTION - VACANCY [04.29.24] [SBQ]
- 2. Boards and Commissions Application - Sample

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/30/24 1:36 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/30/24 1:37 PM

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF MORENO VALLEY ON TUESDAY, NOVEMBER 5, 2024, TO FILL THE REMAINING TERM OF THE VACANCY CREATED BY THE RESIGNATION OF THE FORMER DISTRICT 3 COUNCIL MEMBER, PURSUANT TO THE PROVISIONS OF STATE LAW RELATING TO GENERAL LAW CITIES, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE THE SPECIAL MUNICIPAL ELECTION WITH THE CONSOLIDATED GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the office of District 3 City Council Member became vacant as a result of the resignation of David Marquez on April 16, 2024; and

WHEREAS, the remaining term of former Council Member Marquez expires and ends in December 2024, upon the installation of the individual elected by the voters at the November 2024 General Municipal Election to serve as the District 3 Council Member for the 2024-2028 term; and

WHEREAS, Government Code Section 36512(b) provides that if a vacancy occurs in an elective office, the City Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy for the unexpired term of the former incumbent; and

WHEREAS, Government Code Section 36512(b) further provides that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election; and

WHEREAS, Elections Code Section 1000 provides that the “Regular Election Dates” include: (a) the first Tuesday after the first Monday in March of each year; (b) the second Tuesday of April in each even-numbered year; (c) the first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four (not applicable); and (d) the first Tuesday after the first Monday in November of each year; and

WHEREAS, since the special election to fill the vacancy must be held on the “next regularly established election date” that falls on or after the 114th day from the date the special election is called, the special election will have to take place on the first Tuesday after the first Monday in November, which is November 5, 2024; and

WHEREAS, pursuant to the requirements of the laws of the State of California relating to general law cities, the City Council of the City of Moreno Valley calls and orders

to be held in the City of Moreno Valley, California, on Tuesday, November 5, 2024, a Special Municipal Election to consider the election of an individual to fill the remaining term of the vacancy created by the resignation of the former District 3 Council Member which expires in December 2024, upon the installation of the individual elected by the voters at the November 2024 General Municipal Election to serve as the District 3 Council Member for the 2024-2028 term; and

WHEREAS, since the Special Municipal Election will be consolidated with the Consolidated General Election on November 5, 2024, the precincts, polling places and election officers of the two elections shall be the same, and that the Registrar of Voters of the County of Riverside shall canvass the returns of the Special 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. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, including without limitation Government Code Section 36512, there is called and ordered to be held in the City of Moreno Valley, California, on Tuesday, November 5, 2024, a Special Municipal Election for the purpose of electing one (1) member of the City Council in District 3, to fill the vacancy resulting from the resignation of David Marquez, which term shall expire in December 2024 upon the installation of the individual elected by the voters at the November 2024 General Municipal Election to serve as the new District 3 Council Member for the 2024-2028 term.

SECTION 2. That pursuant to the requirements of Elections Code Section 10403, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the consolidation of the City of Moreno Valley's Special Municipal Election with the Consolidated General Election, which may be held on said day in whole or in part of the territory of the City, as provided in Elections Code Section 10400, for the purpose of electing the District 3 Council Member to fill the vacancy resulting from the resignation of David Marquez, which term shall expire in December 2024 upon the installation of the individual elected by the voters at the November 2024 General Municipal Election to serve as the new District 3 Council Member for the 2024-2028 term.

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

SECTION 4. That the City Clerk is authorized, instructed and directed to coordinate with the County of Riverside Registrar of Voters to procure and furnish any and all ballots, notices, printed matter and supplies, services, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 5. That the polls for the election shall be open at seven o'clock a.m. on the day of the election, and shall remain open continuously from that time until eight

o'clock p.m. of the same day when the polls shall be closed, pursuant to California Elections Code Section 10242, except as provided in Elections Code Section 14401.

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

SECTION 7. That the County of Riverside Registrar of Voters Office is authorized to canvass the returns of the City of Moreno Valley's Special Municipal Election, that the elections shall be held in all respects as if there were only one election, and only one form of ballot shall be used, and that the City of Moreno Valley's Special Municipal Election shall be held and conducted in accordance with the provisions of law regulating the Consolidated General Election, including without limitation, Elections Code § 10418.

SECTION 8. That 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 9. That the City of Moreno Valley recognizes that additional costs will be incurred by the County of Riverside by reason of this consolidation and agrees to reimburse the County for any such costs upon presentation of a properly submitted invoice.

SECTION 10. That the 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 11. That 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 12. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 13. That all the provisions of any existing resolution as heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 7th day of May, 2024.

Ulises Cabrera
Mayor
City of Moreno Valley

APPROVED AS TO FORM:

ATTEST:

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Resolution No. 2024-
Date Adopted: May 7, 2024

Steven B. Quintanilla
City Attorney

Jane Halstead
City Clerk

Attachment: ELECTION RESOLUTION - VACANCY [04.29.24] [SBQ] (6632 : OPTIONS AND CITY COUNCIL DIRECTION FOR FILLING COUNCIL

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Resolution No. 2024-
Date Adopted: May 7, 2024

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2024-__ was duly and regularly adopted by the City Council of the City of Moreno Valley at a Regular Meeting held on the 7th day of May, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Member, Mayor Pro Tem, Mayor)

JANE HALSTEAD, CITY CLERK

(SEAL)



City of Moreno Valley Boards and Commissions

Membership Application Form

For City Clerk's Use
Stamp Date and Time Received

Name: _____

Home Address: _____

How long have you resided in Moreno Valley? _____

CONFIDENTIAL INFORMATION

Home Phone No.: _____ Driver's License No.: _____

Work Phone No.: _____ Email Address: _____

Cell Phone No.: _____ Date of Birth: _____

Employer Name: _____ Position: _____

Address: _____

Board or Commission applying for*: 1st Choice _____

2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:

- Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:

- Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

*If applying for the MV Citizens Public Safety Committee, please indicate which position you are applying for:

- Non-Profit Business Public Member

Why do you wish to serve on this Board and/or Commission?

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

What do you hope to accomplish by your participation?

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

What other areas of interest do you have in our City government?

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to appointment.

Date(s) of the meeting(s) attended: _____

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

Signature

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.